

## SELECT BOARD MEETING

Monday, June 23, 2025

Select Board Meeting Room, 1625 Massachusetts Avenue, Lexington, MA 02420 - Hybrid Participation\*  
6:30 PM

### AGENDA

#### PUBLIC COMMENTS

Public comments are allowed for up to 10 minutes at the beginning of each meeting. Each speaker is limited to 2 minutes for comment. Members of the Board will neither comment nor respond, other than to ask questions of clarification. Speakers are encouraged to notify the Select Board's Office at 781-698-4580 if they wish to speak during public comment to assist the Chair in managing meeting times.

#### SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS

1. Select Board Member Announcements and Liaison Reports

#### TOWN MANAGER REPORT

1. Town Manager Weekly Update

#### CONSENT AGENDA

1. Approve: Proclamations
  - National Minority Mental Health Awareness Month - July
  - Quock Walker Day - July 8, 2025
2. Approve: Town Manager Appointments
  - Council on Aging - Sandra Hackman
  - Recreation Committee - Andrea Jackson & Sean Bridgeo
3. Accept: LexHab Committee Appointments
4. Approve: Select Board Committee Reappointments
  - Keeper of the Lockup - Michael McLean
  - Executive Clerk - Kim Katzenback
  - Town Celebrations Committee:
    - Linda Dixon
    - David Gabel
    - Mary Hutton
    - Susan Stering
  - Town Celebrations Subcommittee:
    - Sudha Balasuryan
    - Brianna Bennet-Karshbaum
    - Bonnie L. Karshbaum
    - James Jackson Lee III
    - Pamela Winters
    - Hong Xie
  - MAGIC - Jill I. Hai
  - Community Preservation Committee:
    - Jeanne K. Krieger

- Katheryn A. Roy
  - Mark D. Sandeen
5. Accept: Select Board Committee Resignation
    - Suzie Barry - Semiquincentennial Commission
  6. Approve: Water and Sewer Commitments
  7. Approve: Entertainment License - Association of Black Citizens of Lexington, Visiter Center Lawn
    - 5th Annual Quock Walker Day Community Celebration
  8. Approve: Eagle Scout Commendation Letters - Hakan Bendlin & San Wang
  9. Approve: Regulatory Agreement for 28 Meriam Street
  10. Approve: Placement of Temporary Signs at Lincoln Field and/or Center Track Field - Lexington High School Girls Soccer Boosters

### **ITEMS FOR INDIVIDUAL CONSIDERATION**

- |   |        |
|---|--------|
| 1. Lexington Civic Academy Graduation   | 6:45pm |
| 2. Update: Waste Reduction Task Force   | 7:00pm |
| 3. Update: Community Choice Low-Income Discount from Solar Partnership                                      | 7:20pm |
| 4. Update: Capital Projects & Solar Canopy Integration Policy (CSIP)  | 7:30pm |
| 5. Update: Plan of Action for Potential Amendments to the Battle Green Use Policy                           | 7:45pm |
| 6. Request for Approval: Lexington Council for the Arts' Request to Paint Additional Town-Owned Utility Box | 7:55pm |

### **ADJOURN**

- |                            |        |
|----------------------------|--------|
| 1. Anticipated Adjournment | 8:05pm |
|----------------------------|--------|

Meeting Packet: <https://lexington.novusagenda.com/agendapublic/>

\*Members of the public can attend the meeting from their computer or tablet by clicking on the following link at the time of the meeting:  
<https://lexingtonma.zoom.us/j/82013535294?pwd=mGvKYC9PHOT8ByUHHa0a18jNRhRXpf.1>

iPhone one-tap: +13017158592,,82013535294#,,, \*848540#

Phone +1 646 876 9923

Meeting ID: 820 1353 5294

Passcode: 848540

An Act Relative to Extending Certain State of Emergency

Accommodations: <https://www.mass.gov/the-open-meeting-law>

The next regularly scheduled meeting of the Select Board will be held on Monday, July 7, 2025 at 6:30pm via hybrid person participation.

*Hearing Assistance Devices Available on Request*

*All agenda time and the order of items are approximate and subject to change.*



## **AGENDA ITEM SUMMARY**

### **LEXINGTON SELECT BOARD MEETING**

#### **AGENDA ITEM TITLE:**

Select Board Member Announcements and Liaison Reports

#### **PRESENTER:**

Doug Lucente, Chair

#### **ITEM NUMBER:**

LR.1

#### **SUMMARY:**

Under this item, Select Board Members can provide verbal updates, make announcements, as well as comment on any additional points or concerns.

At this time, no written comments are included in this meeting packet.

#### **SUGGESTED MOTION:**

#### **FOLLOW-UP:**

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025



## **AGENDA ITEM SUMMARY**

### **LEXINGTON SELECT BOARD MEETING**

**AGENDA ITEM TITLE:**

Town Manager Weekly Update

**PRESENTER:**

Steve Bartha, Town Manager

**ITEM  
NUMBER:**

TM.1

**SUMMARY:**

Under this item, the Town Manager can provide verbal updates, make announcements, as well as comment on any additional points or concerns.

**SUGGESTED MOTION:**

**FOLLOW-UP:**

**DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Proclamations

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.1

### **SUMMARY:**

#### **Category: Decision-Making**

#### **National Minority Mental Health Awareness Month:**

The Select Board is requested to approve and sign a proclamation, submitted by the Lexington Human Services Department, to annually recognize the month of July as National Minority Mental Health Awareness Month in the Town of Lexington. This new proclamation highlights the unique strengths and challenges faced by Black, Indigenous, and people of color (BIPOC) regarding mental health, and emphasizes the importance of culturally competent resources and community support.

#### **Massachusetts Emancipation Day aka Quock Walker Day:**

The Association of Black Citizens of Lexington (ABCL) is requesting that the Select Board approve and sign a proclamation recognizing July 8, 2025 as Massachusetts Emancipation Day aka Quock Walker Day in the Town of Lexington. Quock Walker was a self-emancipated slave from Massachusetts, who sued for and won his freedom in 1781. The case was credited with helping to abolish slavery in Massachusetts.

### **SUGGESTED MOTION:**

To approve and sign a proclamation recognizing the month of July annually as National Minority Mental Health Awareness

To approve and sign a proclamation recognizing July 8, 2025 as Massachusetts Emancipation Day aka Quock Walker Day in the Town of Lexington.

Move to approve the consent.

### **FOLLOW-UP:**

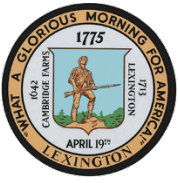
Select Board Office.

**DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

**ATTACHMENTS:**

Description	Type
☐ 06232025 BIPOC Mental Health Awareness Proclamation	Backup Material
☐ 06232025 Massachusetts Emancipation Day aka Quock Walker Day Proclamation	Backup Material



# Town of Lexington, Massachusetts

SELECT BOARD OFFICE

## PROCLAMATION

- Whereas:** July is Bebe Moore Campbell National Minority Mental Health Awareness Month, a time to focus on the unique strengths and challenges that Black, Indigenous, and people of color (BIPOC) face regarding mental health; and
- Whereas:** Several systemic barriers are preventing BIPOC individuals from receiving adequate mental health care, including but not limited to insufficient resources that meet cultural and language differences, racialization of BIPOC individuals, socioeconomic disparities, stigma, immigration status, and the lack of access to culturally competent service providers and resources; and
- Whereas:** It is crucial to connect individuals to available resources for healing, self-care, community support, and proper coping with mental illness; and
- Whereas:** It is crucial to recognize that the availability of culturally competent resources are vital to properly support and heal individuals in need of mental health care to address barriers preventing BIPOC individuals from equitable care effectively; and
- Whereas:** It is the responsibility of communities and towns to invest in and sustain systems that foster a culturally inclusive and competent mental health system that thoughtfully considers an individual's identity and culture; and
- Whereas:** Belonging and inclusion in communities are vital for the well-being and mental health of all people and, in particular, BIPOC individuals, recognizing that many pre-existing systems are inherently biased towards non-BIPOC individuals; and
- Whereas:** Community-led spaces such as cultural hubs and affinity spaces, including areas in which people of a specific cultural background have come together to live, provide services, or connect with one another, are vital sources of belonging that promote overall mental health and wellness; and
- Whereas:** Connection with one's culture and community are critical to supporting overall mental health in that individuals who have strong connections to their communities have documented better mental health outcomes, including lower rates of suicide, violence, and feelings of isolation; and
- Whereas:** It is crucial to recognize that a myriad of circumstances result in diverse perspectives at the intersection of identity and lived experiences. Therefore, members from those communities must be heard and involved when thinking about support; and
- Whereas:** Advocating for mentally healthy environments must prioritize universal access and belonging. Strong community support necessitates an overall understanding that every person deserves a healthy environment and plays a vital role in the well-being of those around them; and
- Whereas:** We urge the citizens, government agencies, public and private institutions, businesses, and schools in Lexington to commit to increasing awareness and understanding of BIPOC mental health. We must take steps to protect mental health through community-led action and organizing and ensure the availability of appropriate and accessible services for all BIPOC individuals.

NOW, THEREFORE, WE, THE SELECT BOARD of the Town of Lexington, Massachusetts, do hereby proclaim the month of July to be annually recognized as

**NATIONAL MINORITY MENTAL HEALTH AWARENESS MONTH**

in the Town of Lexington as we work together to save lives in our community.

IN WITNESS WHEREOF, we have set our hands and caused the seal of Lexington to be affixed herewith on the 23rd of June, 2025.

\_\_\_\_\_  
DOUGLAS M. LUCENTE, CHAIR

\_\_\_\_\_  
JILL I. HAI

\_\_\_\_\_  
JOSEPH N. PATO

\_\_\_\_\_  
MARK D. SANDEEN

\_\_\_\_\_  
VINEETA A. KUMAR



## Town of Lexington, Massachusetts

SELECT BOARD OFFICE

### PROCLAMATION

- Whereas:** this year marks the 242<sup>nd</sup> Anniversary of the third of the Quock Walker Cases that constitutionally ended slavery in Massachusetts; and
- Whereas:** Quock Walker entered the historical record on May 4, 1754, when Zedekiah Stone sold Mingo, Dinah, and 9-month-old Quock to James Caldwell of the Rutland District for 180 pounds; and
- Whereas:** Quock Walker's parents were likely imported into Massachusetts by ship like the first enslaved Africans were imported into the Massachusetts Bay Colony in 1638; and
- Whereas:** in 1641 the Massachusetts Bay Colony became the first of Britain's mainland colonies to make slavery legal; and
- Whereas:** in 1780, the Commonwealth of Massachusetts adopted a Constitution which included Article 1, which reads,
- "All men are born free and equal, and have certain natural, essential, and unalienable rights; among which may be reckoned the right of enjoying and defending their lives and liberties; that of acquiring, possessing, and protecting property; in fine, that of seeking and obtaining their safety and happiness."*; and
- Whereas:** Reverend Jonas Clarke of Lexington served as a delegate to the Constitutional Convention; and
- Whereas:** in 1781, Quock Walker self-emancipated and went to work on a nearby farm in Barre, Massachusetts; and
- Whereas:** on June 12, 1781, a jury of the Worcester County Court of Common Pleas determined that Quock Walker was a free man and assessed Nathaniel Jennison 50 pounds for assault and battery; and
- Whereas:** in September 1781, Nathaniel Jennison lost his appeal to the Worcester Circuit of the Supreme Judicial Court; and
- Whereas:** in 1783, Justice William Cushing, Chief Justice of the Massachusetts Supreme Judicial Court, noted in his instructions to the jury, "the idea of slavery is inconsistent with our own conduct and Constitution"; and
- Whereas:** the Quock Walker cases resulted in the abolition of slavery in Lexington and across the Commonwealth of Massachusetts over 70 years before President Abraham Lincoln's Emancipation Proclamation; and
- Whereas:** Quock Walker and his siblings acquired property in Barre, Massachusetts and enjoyed other liberties; and
- Whereas:** Quock Walker's peers and their children became entrepreneurs and active abolitionists who established the Massachusetts General Colored Association, the first all-Black abolitionist organization in the United States, "to promote the welfare of the race by working for the destruction of slavery"; and

- Whereas:** Abel and Kate Barbadoes were enslaved and emancipated by John Simonds of Lexington prior to 1775; and
- Whereas:** James George Barbadoes, grandson of Abel and Kate Barbadoes, was a founding member of the Massachusetts General Colored Association; and
- Whereas:** in 2022, the Massachusetts legislature passed a bill, signed into law by Governor Charles D. Baker, Jr. making July 8 Massachusetts Emancipation Day also known as Quock Walker Day in the Commonwealth of Massachusetts.

**NOW, THEREFORE, WE THE SELECT BOARD** of the Town of Lexington, Massachusetts, do hereby proclaim July 8, 2025 as

## ***Massachusetts Emancipation Day aka Quock Walker Day***

and urge all of the citizens of the Town of Lexington to celebrate the tenacity and audacity of Quock Walker, while building upon his legacy to make Lexington, and the Commonwealth, a more just place to exercise our natural, essential, and unalienable rights.

IN WITNESS WHEREOF, we have set our hands and caused the seal of Lexington to be affixed herewith on the 23rd of June, 2025.

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DOUGLAS M. LUCENTE, CHAIR

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JILL I. HAI

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JOSEPH N. PATO

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MARK D. SANDEEN

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VINEETA A. KUMAR

## **AGENDA ITEM SUMMARY**

### **LEXINGTON SELECT BOARD MEETING**

#### **AGENDA ITEM TITLE:**

Approve: Town Manager Appointments

#### **PRESENTER:**

Doug Lucente, Chair

#### **ITEM NUMBER:**

C.2

#### **SUMMARY:**

##### **Category: Decision-making**

The Town Manager, at the suggestion of the Council on Aging, would like the Select Board to approve the appointment of Sandra Hackman to the Council on Aging. Ms. Hackman's new term is effective immediately with a term set to expire May 31, 2028 also with the suggestion of the Recreation Committee, the Town Manager would like the Select Board's approval of the appointments of Andrea Jackson and Sean Bridgeo. Terms are effective immediately with terms set to expire May 31, 2028.

#### **SUGGESTED MOTION:**

To confirm the Town Manager's appointment of Sandra Hackman to the Council on Aging with a term set to expire May 31, 2028 and Andrea Jackson and Sean Bridgeo to the Recreation Committee with terms set to expire May 31, 2028.

Move to approve the consent.

#### **FOLLOW-UP:**







Town Manager's Office.

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025



## ATTACHMENTS:

Description		Type
	Hackman-Application-COA	Backup Material
	Hackman-Resume-COA	Backup Material
	Jackson-Application-Rec.	Backup Material
	Jackson-CV-Resume	Backup Material
	Bridgeo-Application-Rec.	Backup Material
	Bridgeo-CV-Rec.	Backup Material

Application Form

Profile

Attendance to a regularly scheduled meeting of the board or committee of interest is strongly encouraged when considering applying for membership. All committee meetings are open to the public and are posted at least 48 hours in advance of the meeting in our [www.lexingtonma.gov/calendar](http://www.lexingtonma.gov/calendar).

If you are appointed to the board or committee for which you have applied, information from this application will be used to contact you regarding your appointment from the appointing authority as well as the Town Clerk’s Office. Please do not offer information on this application you would prefer we not use.

Applications will be kept on file and considered as vacancies occur for up to six months unless otherwise noted.

If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager’s Office at 781-698-4540.

Sandra		Hackman
First Name	Middle Initial	Last Name

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev ....)

Ms

Alternate Email Address (Optional)

Home Address	Suite or Apt	
Lexington	MA	02420
City	State	Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

10 months

What Precinct do you live in?

☒ Precinct 7

Mobile:		Home:	
Primary Phone		Alternate Phone	

retired

Employer

editor and writer on public  
policy

Job Title

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## Work Address

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## Which Boards would you like to apply for?

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Council on Aging: Submitted

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## Interests & Experiences

Please tell us about yourself and why you want to serve.

## Special Training and/or Qualifications

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I was a member of the Bedford Council on Aging Board for six years, and served as chair for three of those years. During that time I spearheaded efforts to implement the recommendations of a senior needs assessment completed by UMass Boston. As part of that work Bedford became an AARP Age-Friendly Community, and was in the process of obtaining national certification for its Senior Center and staff. I worked closely with the COA director to expand LGBTQ+ programming as a particular focus, and supported efforts to expand housing options and income supports to enable seniors to age in place. I was also a member of the Transportation Advisory Committee, representing the interests of Bedford seniors in the work of that committee. I am now a Lexington Town Meeting Member and seek to support the needs of seniors as well as other residents in that forum. I was also a 15-year member of the Bedford Planning Board and 5-year member of the Community Preservation Committee. I represented Bedford on the MAGIC subregion of the Metropolitan Area Planning Council, which evaluated options for expanding senior housing, among other projects. I would like to apply all I learned in those roles to supporting Lexington seniors.

[COA\\_resume.docx](#)

Upload a Resume

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## Why are you interested in serving on a board or commission?

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I love collaborating with residents, committee members, and town staff to identify problems and promote solutions. I am passionate about improving the quality of life for seniors, especially to provide options for aging in in place.

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## How did you hear about the board or commission for which you are applying?

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COA website

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## Have you recently attended any meetings of the board or committee for which you are applying?

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☒ Yes ☐ No

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## Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

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☒ Yes ☐ No

Sandra Hackman

**Do you currently serve on another board or committee?**

☐ Yes ☒ No

**If yes, please list date of most recent Conflict of Interest Law Training.**

Conflict of Interest Law Training Certificate

Sandra Hackman

May 9, 2025

### **Public-Sector Volunteer Experience**

- Lexington Town Meeting Member, current
- Bedford Council on Aging Board, 6 years (2018-2024); chair, 3 years
- Transportation Advisory Committee, 3 years (2021-2024)
- Bedford Planning Board, 15 years
- Community Preservation Committee, 5 years
- Planning Board representative to the MAGIC subregion of the Metropolitan Area Planning Agency (MAPC), which also includes Lexington
- MAPC Executive Committee and elected officer; current member, Legislative Committee

### **Professional Experience**

Editor and writer on public policy with researchers at universities and nonprofits, such as:

- Editor of MIT's national magazine on the social impacts of science and technology
- Editor and writer of publications from the Taubman Center on State and Local Government and Rappaport Institute for Greater Boston, Kennedy School of Government, Harvard University
- Developmental editor for authors of books published by Harvard University Press
- Editor of in-depth reports on the environment for the Union of Concerned Scientists

### **Other Volunteer Activities**

- Tutor of English for area residents newly arrived from various countries through nonprofit English at Large
- Tutor of English for men incarcerated at The Farm, minimum-security prison linked to MCI-Concord

- Co-teacher for Houses of Healing class at Middlesex County House of Correction

Application Form

Profile

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If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager’s Office at 781-698-4540.

Andrea	L	Jackson
First Name	Middle Initial	Last Name

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev .....)

[Redacted] Email Address

Alternate Email Address (Optional)

[Redacted]

[Redacted]	
Home Address	Suite or Apt
LEXINGTON	MA
City	State
	02421
	Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

16

What Precinct do you live in?

☒ Precinct 1

Mobile: [Redacted]	
Primary Phone	Alternate Phone

Northpond Ventures

Employer

Partner

Job Title

## Work Address

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## Which Boards would you like to apply for?

Recreation Committee: Submitted

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## Interests & Experiences

Please tell us about yourself and why you want to serve.

## Special Training and/or Qualifications

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[Andrea\\_L\\_Jackson\\_Resume\\_vFeb\\_2025.docx](#)

Upload a Resume

## Why are you interested in serving on a board or commission?

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We moved to Lexington in 2008 and have raised our family in the town. Our children have attended Fiske, Harrington, Clarke, Diamond and LHS. Each year the kids have either taken a course through the town, volunteered, or participated in atheltic programs. We are proud to be Lexington residents and as we have more time with the kids growing up, I would like to give back to the community that continues to be so wonderful.

## How did you hear about the board or commission for which you are applying?

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Email from the town looking for applicants. I have also reached out to my friend and neighbor Claire Sheth who is on the committee.

## Have you recently attended any meetings of the board or committee for which you are applying?

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☐ Yes ☒ No

## Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

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☐ Yes ☒ No

## Do you currently serve on another board or committee?

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☐ Yes ☒ No

## If yes, please list date of most recent Conflict of Interest Law Training.

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Conflict of Interest Law Training Certificate

Andrea L Jackson





# ANDREA LIAPIS JACKSON

Lexington, MA 02421

Life Science investor and operator with established track record in creating value for shareholders and management teams. I have focused my career on delivering innovative and sustainable growth while developing talent and teams that consistently deliver. Empathic leader with a motivational coaching style.

## CORE COMPETENCIES

Early and Growth Stage Life Science & Technology Investing | Venture Capital | Leadership | Finance  
Corporate Governance | Negotiations | Strategic Marketing & Growth Operational Excellence  
General Management Team Building | Talent Management

## PROFESSIONAL EXPERIENCE

### NORTHPOUND VENTURES, Cambridge, MA

2020–Present

**Partner** (2022–Present); **Managing Director, Principal** (2020–2022)

Responsible for the fund's investment team and investments across life science, biotech and healthcare technology sectors. Northpond Ventures is a multi-billion-dollar science-driven venture capital firm. We are on a mission to leverage science for the benefit of human health. I am a super fan of the companies where I serve on the Board of Directors.

- Biotech, and life science leaders: Elephas, Emulate, OriBiotech, Refeyn, TelesisBio, Triumvira, Vestaron, Vizgen.
- Digital Health & Technology: DNANexus, Outcomes4Me, Saama, Scitara, VieCure

### FARCAST BIOSCIENCES, Boston, MA

2018–2020

**Vice President: Sales & Marketing** (2019–Present); **Biopharma Sales & Marketing** (2018–2019)

Lead commercialization of translational oncology technology directing Sales, Project Management, Technical Applications, and Marketing divisions.

- Led Biopharma business unit, achieving aggressive revenue and performance metrics
- Analyzed customer experience and championed rollout of customer-centric culture processes
- Established scorecards, KPIs, and performance metrics to assess and improve pipeline health, as well as drive velocity to ensure growth aligned with organization's strategic plan.
- Spearheaded rebranding initiative and developed Corporate brand strategy for biopharma and clinical markets.
- Managed qualitative market research to inform product and service requirements
- Refined sales, account management, business development, and marketing strategies to focus on capturing and retaining key multimillion-dollar accounts.

### ADVISOR & ENTREPRENEUR, Boston, MA

2015–2017

**Commercial & Strategic Consultant**

Established reputation as a go-to Commercial Leader for companies and investors. Partnered with clients on market assessments for startup ventures and expansion projects. Developed global marketing strategies based on each clients' needs. Communicated with investors and venture capitalists to identify opportunities.

- Consulted with Mitra Biotech (now Farcast Biosciences) on business development strategy and execution.
- Developed global strategic marketing strategy for European-based breakthrough Biodiscovery and Dx platform.
- Created and implemented key account strategy, signing long-term supply deals with medical device OEMs.
- Defined key applications and implemented product development process for protein characterization platform.
- Led licensing negotiations for innovative platform from Harvard School of Public Health.
- Completed Single Molecule market assessment and diligence opportunity for \$300M European Venture Fund.
- Guided sale of B2B software company to Fortune 100 company.
- Founded and bootstrapped SaaS platform in consumer space to reach initial revenue and >5k monthly visitors.
- Served on Investment Committee for Purple Arch Ventures.

# ANDREA LIAPIS JACKSON

Lexington, MA 02421

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## FOUNDER INSTITUTE, Boston, MA

2017

### Director

Coached and trained entrepreneurs, helping them transform vision into reality through strategic action planning, fundraising, and Go-to-Market processes. Built actively engaged mentor network of founders and CEOs in Boston metro area, ensuring collaboration through regular follow-through and relationship management strategies.

- Founded Boston chapter of Global Accelerator program launching 16 technology startups in two 2017 cohorts.

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## PERKINELMER, Waltham, MA

2011– 2015

### Vice President: Strategic Marketing & Business Development (2011–2015); Analytical Science & Lab Service (2011)

Led global business unit teams of marketing, product development, business development, and key account sales for \$1 billion organization. Coached and mentored team of up to 65 professionals across divisions and organizational levels, including global marketing team of more than 30. Built strategic partnerships and alliances, including with Waters Corporation. Collaborated with senior leaders as key member of Core Leadership Team, Corporate Growth Board, and Executive Steering Committee. Guided sustainability efforts following completion of turnaround. Developed technology and product roadmaps with a focus on diversifying portfolio as part of sustainability process. Launched products for life science, environmental, and food industries. Drove financial planning, reporting, and analysis.

- Selected to drive turnaround effort, restructure organization, establish critical partnerships, and guide strategy, including for acquisitions and divestitures of subsidiary businesses.
  - Sourced and negotiated deals with KOLs to lead commercialization across new markets and geographical areas, building \$8 million pipeline within first 18 months following commercialization.
  - Designed and implemented optimization improvements for portfolio management process, increasing business vitality index for \$35 million in R&D investments from 16% to 20% within one year.
  - Developed teams across North and South America, Asia, and the EU, designing business models based on cultural competency for each region and delivering 10% growth through expansion.
- Directed 15 product launches across multiple lines, including Chromatography, Materials Characterization, and Infrared, Atomic, and Mass Spectrometry, which addressed more than \$500 million in market opportunities.
- Transformed lead generation and qualification processes to maximize number of leads ready for conversion.
- Acted as co-lead for innovation incubator for new portfolio of services, reaching \$5 million in two years, as well as sponsored growth incubator that yielded 12 new ideas in the first year.
- Earned 2014 Chairman's Award for entrepreneurial leadership and change management strategy.

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## MERCKMILLIPORE, Billerica, MA

2008–2011

### Director: Commercial Development (2010–2011); Integration Office (2010–2011)

Defined organizational design, as well as identified best practices to ensure success for team during internal changes. Contributed to synergy planning. Monitored trends and market changes, defining new and emerging market priorities. Founded incubators to improve technology solutions and tools that would drive future commercialization. Defined KPIs to ensure consistency of performance across divisions following integration of Millipore into Merck brand. Coached and mentored team of 20 across organizational levels.

- Served as key member of Integration Office responsible for overseeing \$7.2 billion acquisition of Millipore, including leading integration of \$500 million Bioscience division.
- Key team member for FuturePull strategic project tasked with identifying innovation opportunities in defining epigenetic, synthetic biology, and single cell analysis roadmaps, as well as acted as commercial lead in creating use cases.

# ANDREA LIAPIS JACKSON

Lexington, MA 02421

## Senior Manager: Corporate Strategy & Business Development (2008–2010)

Reviewed Corporate M&A process to identify challenges, potential growth opportunities, and process improvements, as well as made recommendations to senior-level leaders to gain buy-in and support prior to implementation. Collaborated with Corporate CFO and VP of Strategy & Business Development to identify, quality, and secure opportunities for \$1.5 billion division. Established and reset financial metrics to improve deal positioning and ensure investment success.

- Led acquisition process for more than ten acquisitions during tenure, overseeing strategic rationale development, valuation process, due diligence, and C-suite reporting.
- Cultivated pipeline that increased opportunities by 300% while also designing screening criteria to improve selection of pursuits across the organization.

## JPMORGAN CHASE INVESTMENT BANK, New York, NY

2005– 2008

### Associate: Biotech & Life Science Division

Developed strategic relationships with corporate clients in the life sciences and diagnostics, biotechnology, healthcare, pharmaceuticals, and private equity sectors. Guided clients through M&A processes, helping them identify opportunities with the best growth and ROI potential, as well as conducted cost-benefit analyses of various scenarios. Prepared deliverables and reporting for Boards and C-suite executives. Negotiated and drafted bids, contracts, and memoranda.

- Maintained broad corporate finance experience (covering public, private, buy/sell-side, equity investments, repurchases, and dividend initiation).
- Closed several financings with deals ranging in size from \$350 million to \$1.5 billion and spanning convertible notes, senior debt, and equity offerings.
- Led financial impact analysis and authored offering and sales force memoranda.
- Completed extensive financial analysis including DCF, LBO, comparable firms and transactions.

## EDUCATION

### MASTER OF BUSINESS ADMINISTRATION (CONCENTRATIONS IN FINANCE, ACCOUNT, & MANAGEMENT)

Kellogg School of Management at Northwestern University—Evanston, IL

*Co-President of Investment Banking Club*

### GRADUATE (PHD TRACK) STUDIES IN ECONOMICS

### BACHELOR OF ARTS, ECONOMICS WITH MINOR IN BIOLOGY (MAGNA CUM LAUDE)

Washington University in St. Louis—St. Louis, MO

*University Scholar; Dean's List; Honorary Scholarship; Adam Smith Prize; & CNISS Award*

## COMMUNITY SERVICE

Phillips Andover Parent Association

Application Form

Profile

Attendance to a regularly scheduled meeting of the board or committee of interest is strongly encouraged when considering applying for membership. All committee meetings are open to the public and are posted at least 48 hours in advance of the meeting in our [www.lexingtonma.gov/calendar](http://www.lexingtonma.gov/calendar).

If you are appointed to the board or committee for which you have applied, information from this application will be used to contact you regarding your appointment from the appointing authority as well as the Town Clerk’s Office. Please do not offer information on this application you would prefer we not use.

Applications will be kept on file and considered as vacancies occur for up to six months unless otherwise noted.

If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager’s Office at 781-698-4540.

Sean		Bridgeo
First Name	Middle Initial	Last Name

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev .....)

Mr

Email Address

Alternate Email Address (Optional)

Lexington	MA	02421
City	State	Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

14 years

What Precinct do you live in?

None Selected

Mobile:		
Primary Phone		Alternate Phone

Veson Nautical  
Employer

CFO  
Job Title

## Work Address

[REDACTED]

## Which Boards would you like to apply for?

Recreation Committee: Submitted

## Interests & Experiences

Please tell us about yourself and why you want to serve.

## Special Training and/or Qualifications

In Lexington I've been involved with Lexington Little League softball for 7 years during the spring and summer. I have many years experience being an effective leader and CFO at various companies. I've served as a consultant or a board member for several companies and non profits.

[Bridgeo\\_CV\\_2024.pdf](#)

Upload a Resume

## Why are you interested in serving on a board or commission?

I'm interested in helping the town and being a voice to support womens/girls athletics (I have 2 daughters).

## How did you hear about the board or commission for which you are applying?

I saw it in an email from the town.

## Have you recently attended any meetings of the board or committee for which you are applying?

☒ Yes ☐ No

## Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

☒ Yes ☐ No

## Do you currently serve on another board or committee?

☐ Yes ☒ No

## If yes, please list date of most recent Conflict of Interest Law Training.

Conflict of Interest Law Training Certificate

Sean Bridgeo

# SEAN W. BRIDGEO, MBA

## PROFILE

C-suite executive with over 20 years' progressive experience in strategic planning, accounting, planning & analysis, financing & treasury, human resources, business systems, dissolution, reorganization, and merger & acquisitions. Technically proficient MBA who is a proven leader and high-performance team builder with results focused process improvement skills, a KPI mindset, and a track record of successful exits.

## SKILLS

- SAAS Metrics & KPIs
- Accounting
- Reorganization
- Team Management
- Operation Wind Down/Asset Liquidation
- Sales Operations
- Legal Affairs
- Strategic Planning & Fundraising
- Capital Efficiency
- Data Strategy
- Debt & Equity Raises
- Crisis & Risk Management

## PROFESSIONAL EXPERIENCE

<b>Veson Nautical LLC</b>   Boston, MA <i>Chief Financial Officer</i>	2022 - Present
<b>LAKESIDE SOFTWARE LLC</b>   Boston, MA <i>Chief Financial Officer</i>	2021 - 2022
<b>HEALTHCARESOURCE</b> (acquired by symplr)   Woburn, MA <i>Chief Financial Officer</i>	2020 - 2021
<b>TIMETRADE</b> (acquired by Clearhaven Partners)   Tewksbury, MA <i>Chief Financial Officer &amp; SVP of Operations</i>	2017 - 2020
<b>CURE FORWARD</b> (shut down due to funding)   Boston, MA <i>Chief Financial Officer</i>	January - July 2017
<b>NAVINET</b> (Acquired by NantHealth)   Boston, MA <i>Chief Financial Officer (2014 -2016);</i> <i>VP of Finance (2013 - 2014);</i> <i>Senior Director of Finance / Controller (2011 - 2013);</i> <i>Manager of Financial Planning &amp; Analysis (2008 - 2011)</i>	2008 - 2016
<b>COVENTRY HEALTHCARE</b>   Burlington, MA <i>Senior Financial Analyst</i>	2006 - 2008
<b>FREEDOM FERTILITY PHARMACY: CURASCRIPT</b>   Byfield, MA <i>Business Analyst</i>	2005 - 2006
<b>TJX CORPORATION</b>   Framingham, MA <i>Senior Allocation Analyst</i>	2001 - 2003

## KEY ACCOMPLISHMENTS AS CHIEF FINANCIAL OFFICER

---

### LAKESIDE SOFTWARE LLC

- Solved underlying data issues related to NetSuite implementation and rolled out software within 10 weeks; in parallel, upleveled entire team, while driving month end close from 70 to eight days
- Developed KPI scorecard and an automated ARR waterfall, providing previously unavailable data
- Led cross functional reorganization resulting in reduction in force of 25 FTEs in Japan, the UK, and North America
- Completed review of benefits/rewards program, involving refresh of US and India benefits, with EMEA, Australia, and Japan benefits supplemented where appropriate, resulting in 25% NPS score improvement and a 30% improvement in voluntary turnover
- Drove talent acquisition to recruit 40+ FTEs per quarter thereby reducing spend with outside agencies

### HEALTHCARESOURCE

- Closed a strategic transaction with symplr, resulting in a valuation equivalent to 17x of EBITDA
- Oriented financials into a rule of 40 configuration during the Covid-19 pandemic; strategically managed expenses to build a repeatable EBITDA of 35%+ while managing top line 5%+ YOY growth
- Introduced a culture of KPIs, and more specifically SAAS metrics. Developed and implemented an ARR waterfall & customer cube, ultimately reframing the strategy to focus on SAAS revenue leading to a 3% improvement in Gross Retention
- Identified a critical error in first 30 days that would have led to default of a \$150M of debt; worked with lender to renegotiate covenants and push out maturity amidst the Covid-19 pandemic
- Increased transparency and reduced sales friction through system implementations and upgrades (NetSuite ARM & PBCS, Salesforce Lightning migration, Celigo) and streamlined contract and approval process
- Reimagined order to cash process, reducing the time from contract to invoicing to less than a day, and reducing DSO by 15 days; reduced accounts receivable greater than 1 year by \$800k

### TIMETRADE

- Led companywide due diligence workstreams, advised board and shareholders of market conditions and potential outcomes, and ultimately led strategic acquisition
- Improved Gross Margin by 8% by negotiating contract terms and streamlining expenses and resources
- Drove initiatives leading to positive EBITDA via a focus on staffing levels, customer acquisition metrics, and contract/license negotiation
- Renegotiated existing debt line, improving terms and availability
- Drove efficiency with Sales team in the end-to-end process through automation and process change

### CURE FORWARD

- Led five-year planning process, including pivoting to an enterprise sales model and Series B capital raise process as well as follow on \$4.0M Series A Investments
- Oversaw wind down efforts, including negotiating wind down funding level with ownership, staff reductions, contract cancelations, prioritization of debt, and liquidation of assets
- Maximized cash in a high burn environment, through contract negotiations, identifying redundancies, driving efficiencies through systems, and working with peers on mission critical spending items; cash consumption driven via product development and significant B2C monthly marketing activities
- Developed data strategy and led a cross functional team that defined, organized, and reported on the data; defined KPIs spanning marketing, operations, and clinical departments



## NAVINET

- Closed a strategic transaction with NantHealth; valuation yielded a 60% improvement compared to 2012 recapitalization with revenue growth of 17% and headcount growth of 50%
- Secured \$48M in debt; \$18M from non-owners with favorable terms, the remaining \$30M from a current owner in the form of a convertible note
- Led private/growth equity capital raising process, yielding several terms sheets that were presented to and considered by the Board; actively managed cash flow for business with significant monthly burn due to material R&D spending on new technology build out and maintenance of legacy infrastructure
- Established an in-house Legal Affairs and Compliance function resulting in annual savings of > \$500k and providing the infrastructure aligning HIPPA, PHI, and PCI best practices
- Led strategic efforts during a data center disaster recovery event, ultimately yielding a \$2M settlement with the insurance provider after coverage was initially declined
- *Additional Responsibilities:* quarterly Board presentations, monthly Operating Committee meetings, maintained relationships with senior leadership at three strategic Blue Cross Blue Shield organizations, investment bankers and private/growth equity firms. Executive sponsor for weekly senior management meetings, five-year strategic planning process, and pricing/value-based pricing

## EDUCATION

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**McCallum Graduate School of Business: Bentley College, MBA, Accounting, 2006**

**Providence College, B.S., Management, 2001**

# AGENDA ITEM SUMMARY

## LEXINGTON SELECT BOARD MEETING

### **AGENDA ITEM TITLE:**

Accept: LexHab Committee Appointments

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.3

### **SUMMARY:**

#### **Category: Decision-Making**

LexHAB, originally established in 1983 as a Town-affiliated housing board, has transitioned into an independent nonprofit organization following the passage of Chapter 192 of the Acts of 2024, signed into law in September 2024.

Under the new legislation:

- LexHAB now operates independently from the Town.
- The Select Board no longer appoints LexHAB members but is responsible for **confirming appointments** made by LexHAB's Board of Directors.

At their May 21, 2025 meeting, the LexHAB Board of Directors voted on the following Board Members and Officers

- Bob Burbidge, Chair
- Lester Savage, Vice Chair
- Henry Liu, Treasurer
- Tara Mizrahi, Clerk
- Jonathan Silverstein, Assistant Clerk
- Thomas Donahue, Member
- Eric Brown, Member
- Russ Tanner, Member

The Select Board is being asked to confirm these appointments.

### **SUGGESTED MOTION:**

to confirm the LexHAB Board of Directors appointments as submitted in their memo dated June 11, 2025.

Move to approve the consent.

**FOLLOW-UP:**

Select Board Office.

**DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

**ATTACHMENTS:**

Description	Type
 Memo for Select Board confirmation of LexHab appointments	Backup Material

**From:** director lexhab.org <director@lexhab.org>

**Sent:** Wednesday, June 11, 2025 4:16 PM

**To:** Doug.lucente@gmail.com; Jill Hai <jhai@lexingtonma.gov>; Kim Katzenback <kkatzenback@lexingtonma.gov>

**Cc:** Bob Burbidge <robertjburbidge@gmail.com>; jillhailex@gmail.com

**Subject:** Select Board confirmation of LexHAB board members 2025-2026

Dear Doug, Jill and Kim,

I hope you are well. I am writing to share LexHAB's board members and officers for 2025-2026. Though LexHAB now operates independently from the Town of Lexington, the Select Board confirms appointments made by the LexHAB board.

Under the new legislation:

LexHAB now operates independently from the Town.

- The Select Board no longer appoints its members, but confirms appointments made by the LexHAB board.
- Oversight is limited to confirming directors, reviewing annual reports, approving any PILOT agreements, and monitoring the use of any Town-appropriated funds.

There have been no changes to the Board members and officers. At the annual meeting on May 21, 2025 LexHAB voted on the following board members and officers:

Bob Burbidge, Chair

Lester Savage, Vice Chair

Henry Liu, Treasurer

Tara Mizrahi, Clerk

Jonathan Silverstein, Assistant Clerk

Thomas Donahue

Eric Brown

Russ Tanner

Please let me know if you need any additional information to confirm the board members.

All the best,

Sarah

Sarah Morrison

Executive Director

LexHAB

1620 Massachusetts Avenue- Suite 4

Lexington, MA 02420

Office (781) 862-4394

Cell (781) 325-8152

[director@lexhab.org](mailto:director@lexhab.org)

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Select Board Committee Reappointments

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.4

### **SUMMARY:**

#### **Category: Decision-making**

#### **Keeper of the Lockup**

The Select Board is being asked to reappoint Police Chief Mike McLean as Keeper of the Lockup, whose one-year term is ending on June 30, 2025. State Conflict of Interest Law Online Training is up-to-date.

#### **Executive Clerk**

The Select Board is being asked to reappoint Kim Katzenback as Executive Clerk to the Select Board, whose one-year term is ending on June 30, 2025. State Conflict of Interest Law Online Training is up-to-date.

#### **Town Celebrations Committee**

The three-year terms for the following Town Celebrations Committee Members expire on June 30, 2025. The Committee has requested that the members listed be reappointed for a three-year term ending on June 30, 2028:

- Linda Dixon
- David Grabel
- Mary Hutton
- Susan Stering

#### **Town Celebrations Subcommittee**

The Town Celebrations Subcommittee Members listed below wish to be reappointed for another term set to expire on June 30, 2026.

Members Mirela Vaso, Perla Walling-Sotolong, and Stephen D. Cole, Jr. are not seeking reappointment.

The following subcommittee members are those who wish to be reappointed:

- Sudha Balasuryan
- Brianna Bennet-Karshbaum
- Bonnie L. Karshbaum
- James Jackson Lee III
- Pamela Winters
- Hong Xie

**Minuteman Advisory Group for Interlocal Coordination (MAGIC)**

The Select Board is being asked to reappoint Jill Hai to MAGIC, whose one-year term is ending on June 30, 2025. State Conflict of Interest Law Online Training is up-to-date.

***Community Preservation Committee***

The Select Board is being asked to reappoint Jeanne Krieger, Katheryn A. Roy and Mark Sandeen to the Community Preservation Committee, whose two-year terms are ending on June 30, 2025. State Conflict of Interest Law Online Training is up-to-date.

**SUGGESTED MOTION:**

To reappoint Police Chief Mike McLean as Keeper of the Lockup for a one-year term ending on June 30, 2026.

To reappoint Kim Katzenback as Executive Clerk to the Select Board for a one-year term ending on June 30, 2026.

To reappoint Linda Dixon, David Grabel, Mary Hutton, and Susan Stering to the Town Celebrations Committee for a three-year term ending on June 30, 2028.

To reappoint Sudha Balasuryan, Brianna Bennet-Karshbaum, Bonnie L. Karshbaum, James Jackson Lee III, Pamela Winters, and Hong Xie to the Town Celebrations Subcommittee for a one-year term ending on June 30, 2026.

To reappoint Jill Hai to the Minuteman Advisory Group for Interlocal Coordination (MAGIC) for a one-year term ending on June 30, 2026.

To reappoint Jeanne Krieger, Katheryn A. Roy and Mark Sandeen to the Community Preservation Committee both for a two-year term ending on June 30, 2027.

**FOLLOW-UP:**

Select Board Office.

**DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Accept: Select Board Committee Resignation

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.5

### **SUMMARY:**

**Category: Decision-making**

#### **Resignation:**

*Semiquincentennial Commission*

The Select Board is being asked to accept the resignation of Suzie Barry from the Semiquincentennial Commission effective June 30, 2025.

### **SUGGESTED MOTION:**

To accept the resignation of Suzie Barry from the Semiquincentennial Commission effective June 30, 2025.

Move to approve consent.

### **FOLLOW-UP:**

Select Board Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

### **ATTACHMENTS:**

Description	Type
 2025.06.11 Suzie Barry - Semiquincentennial Commission_Redacted	Backup Material





## Samantha Lino

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**From:** Suzie Barry < mail.com>  
**Sent:** Wednesday, June 11, 2025 4:45 PM  
**To:** Select Board; Mary de Alderete  
**Cc:** Steve Bartha; Kelly Axtell  
**Subject:** Semiquincentennial Commission-Lex250

Hi Doug, Jill, Joe Mark & Vineeta,

I am writing to let you know I am resigning from the Semiquincentennial Commission-Lex250 as of June 30, 2025. It has truly been an honor to serve the community for the past several years as part of the Lex250 team and be a part of the planning and execution of the 250th Anniversary of the Battle of Lexington celebration in April 2025. Thank you for the opportunity to serve.

Very truly yours,  
Suzie Barry

cc: Town Clerk

**Suzie Barry**

email: [mail.com](mailto:mail.com)

## **AGENDA ITEM SUMMARY**

### **LEXINGTON SELECT BOARD MEETING**

#### **AGENDA ITEM TITLE:**

Approve: Water and Sewer Commitments

#### **PRESENTER:**

Doug Lucente, Select Board Chair

#### **ITEM NUMBER:**

C.6

#### **SUMMARY:**

##### **Category: Decision-making**

Water and Sewer Commitments/Finals April 2025      \$ 18,584.88

#### **SUGGESTED MOTION:**

to approve Water and Sewer Commitments/Finals April 2025 in the amount of \$ 18,584.88

Move to approve the Consent

#### **FOLLOW-UP:**

Treasurer / Collector

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

#### **ATTACHMENTS:**

Description	Type
□ commit 18584.88	Cover Memo



Department of Public Works  
Town of Lexington  
Water and Sewer Enterprise Funds  
FISCAL YEAR 2025

	FINALS	GRAND TOTALS
	APRIL 2025	
WATER \$	8,429.97	\$8,429.97
SEWER \$	10,154.91	\$10,154.91
TOTAL:	\$18,584.88	\$18,584.88

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charges herewith committed to you and each one of his/her respective portion herein set down of the sum total of such list. Said sum being:

*Eighteen thousand five hundred eighty four 88/100*

And pay the same into the treasury of the Town of Lexington  
and to exercise the powers conferred by law in regard thereto.

 6-9-25  
\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
SELECT BOARD

June 23, 2025

Treasurer/Collector, Director of Public Works, Water/Sewer Billing

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Entertainment License - Association of Black Citizens of Lexington, Visitor Center Lawn

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.7

### **SUMMARY:**

#### **Category: Decision-Making**

**The Association of Black Citizens of Lexington (ABCL)**, doing business as ABCL, has requested an Entertainment License for live music, dance performances, and recorded music in conjunction with the 5th Annual Quock Walker Day Community Celebration on Saturday, July 5, 2025. The event will take place on the Visitors Center Lawn, located at 1875 Massachusetts Avenue, from 11:00 AM to 2:30 PM.

The scheduled entertainment is as follows:

- **11:00 AM – 12:00 PM**  
*William Diamond Junior Fife and Drum Corps & Singer,  
Katrina Jones-Lewis*
- **12:00 PM – 1:00 PM**  
*Rhythms of Ghana – Concert*
- **1:00 PM – 2:00 PM**  
*Rhythms of Ghana – Dance Workshop*
- **2:00 PM – 2:20 PM**  
*Poetry reading by two LHS students*

### **SUGGESTED MOTION:**

Move to approve an Entertainment License for the Association of Black Citizens of Lexington for the 5th Annual Quock Walker Day Community Celebration on Saturday, July 5, 2025, from 11:00 AM to 2:20 PM on the Visitors Center Lawn, 1875 Massachusetts Avenue, including live performances, recorded music, and poetry readings.

Move to approve the consent.

**FOLLOW-UP:**

Select Board Office.

**DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

**ATTACHMENTS:**

Description	Type
 Quock Walker Day - Event Diagram	Backup Material





54th Regiment Encampment

Family Activities

Information Booths

Microphone & Speakers

Food Truck and Food Vendors

Wed Apr 10 2024

Imagery © 2024 Nearmap, HERE

50 ft

nearmap



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Eagle Scout Commendation Letters - Hakan Bendlin & San Wang

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.8

### **SUMMARY:**

#### **Category: Decision-Making**

The Select Board is being asked to sign letters of commendation congratulating Hakan Bendlin and Sam Wang of Boy Scout Troop 160 for attaining the highest rank of Eagle in Scouting.

### **SUGGESTED MOTION:**

To approve and sign a letters of commendation congratulating Hakan Bendlin and Sam Wang of Boy Scout Troop 160 for attaining the highest rank of Eagle in scouting.

Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

### **ATTACHMENTS:**

Description	Type
☐ Eagle Letter - Hakan Bendlin - 160	Backup Material
☐ Eagle Letter - Sam Wang - 160	Backup Material







## Town of Lexington, Massachusetts

SELECT BOARD OFFICE

DOUGLAS M. LUCENTE, CHAIR  
MARK D. SANDEEN  
JOSEPH N. PATO  
JILL I. HAI  
VINEETA A. KUMAR

TEL: (781) 698-4580  
FAX: (781) 863-9468

June 23, 2025

Hakan Bendlin  
117 Cedar Street  
Lexington, MA 02421

Dear Hakan,

Congratulations on attaining the highest rank in Scouting. We know the trail to Eagle Scout has not always been an easy one and we recognize that you have had to work hard to get this far. Your time in positions of leadership within Troop 160, and the successful completion of your Eagle project, speaks to your dedication.

Being an Eagle is so much more than just another rank. It is a recognition of what you have achieved so far, but of more importance is the implied promise you have made to maintain the ideals of Scouting into your adult life.

We know that your family and fellow Scouts are proud of you and will look to you to be a leader as you continue your journey beyond Eagle.

Again, congratulations and good luck in all your future endeavors.

Sincerely,

Douglas M. Lucente, Chair

Joseph N. Pato

Jill I. Hai

Mark D. Sandeen

Vineeta A. Kumar



## Town of Lexington, Massachusetts

SELECT BOARD OFFICE

DOUGLAS M. LUCENTE, CHAIR  
MARK D. SANDEEN  
JOSEPH N. PATO  
JILL I. HAI  
VINEETA A. KUMAR

TEL: (781) 698-4580  
FAX: (781) 863-9468

June 23, 2025

Sam Wang  
58 Farmcrest Avenue  
Lexington, MA 02421

Dear Sam,

Congratulations on attaining the highest rank in Scouting. We know the trail to Eagle Scout has not always been an easy one and we recognize that you have had to work hard to get this far. Your time in positions of leadership within Troop 160, and the successful completion of your Eagle project, speaks to your dedication.

Being an Eagle is so much more than just another rank. It is a recognition of what you have achieved so far, but of more importance is the implied promise you have made to maintain the ideals of Scouting into your adult life.

We know that your family and fellow Scouts are proud of you and will look to you to be a leader as you continue your journey beyond Eagle.

Again, congratulations and good luck in all your future endeavors.

Sincerely,

Douglas M. Lucente, Chair

Joseph N. Pato

Jill I. Hai

Mark D. Sandeen

Vineeta A. Kumar

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Regulatory Agreement for 28 Meriam Street

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.9

### **SUMMARY:**

#### **Category: Decision Making**

Attached please find the Regulatory Agreement for the Edgewood at Meriam Hill development located at 28 Meriam Street.

The 28 Meriam Street development is permitted under the Lexington local Special Residential Development bylaw. Full development of the 28 Meriam Street development includes 10 ownership condominium units in duplex and triplex building styles, and one affordable inclusionary unit. This development has been fully reviewed and permitted by the Planning Board, and came before the Select Board in September 2024, where an affirmative vote allowed the Local Initiative Program (LIP) application to be submitted to the State. Since then, the State approved the LIP package with minor revisions, and the sales price was updated with current parameters - income limits and interest rate.

The execution of the Regulatory Agreement, and its subsequent recording, is the final regulatory step for the Town. From here, the RHSO will market, and then assist in selling the home. Once the deed restriction is recorded at the sale to the buyer, then the unit will be added to the SHI. There are no issues or concerns with this final version of the Regulatory Agreement.

### **SUGGESTED MOTION:**

to approve the regulatory agreement for Edgewood at Meriam Hill, 28 Meriam Street, between the Town of Lexington, the Executive Office of Housing and Livable Communities and 28 Meriam St, Lexington LLC as proposed and further to authorize the Town Manager to execute the agreement.

Move to approve the consent

**FOLLOW-UP:**

Town Manager/Planning Department

**DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

**ATTACHMENTS:**

Description	Type
 Meriam Street Lexington Regulatory Agreement	Backup Material

LOCAL INITIATIVE PROGRAM  
REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities (“EOHLC”), pursuant to G.L. c. 23B §1 as amended by Chapter 7 of the Acts of 2023, the City/Town of \_\_\_\_\_ Lexington \_\_\_\_\_ (“the Municipality”), and \_\_\_\_\_ 28 Meriam St, Lexington LLC \_\_\_\_\_, a Massachusetts corporation/limited partnership/limited liability company, having an address at 181 Bedford St, Lexington MA 02420, and its successors and assigns (“Project Sponsor”).

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the “Act”) and the final report of the Special Legislative Commission Relative to Low- and Moderate-Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the “Regulations”) which establish the Local Initiative Program (“LIP”);

WHEREAS, the Project Sponsor intends to construct a housing development known as The Edgewood at Meriam Hill\_\_ at a \_\_1.25\_\_-acre site on 28 Meriam Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the “Project”);

WHEREAS, such Project is to consist of a total number of \_\_10\_\_ condominium units/detached dwellings (the “Units”) and \_\_1\_\_ of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the “Low- and Moderate-Income Units”);

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to EOHLC to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the “Guidelines”)) published by EOHLC with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, EOHLC, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the “Plans and Specifications”). In addition, all Low- and Moderate-Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved “Alternative Development Plan” as set forth in the *Comprehensive Permit Guidelines* (the “Guidelines”)) published by EOHLC, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

\_\_\_\_\_ of the Low- and Moderate-Income Units shall be one-bedroom units;  
\_\_\_\_\_ of the Low- and Moderate-Income Units shall be two-bedroom units;  
\_\_\_\_\_ of the Low- and Moderate-Income Units shall be three-bedroom units; and,  
\_1\_\_\_\_\_ of the Low- and Moderate-Income Units shall be four-bedroom units.

All Low- and Moderate-Income Units to be occupied by families must contain two or more bedrooms. Low- and Moderate-Income Units must have the following minimum areas:

one-bedroom units	-	700 square feet
two-bedroom units	-	900 square feet
three-bedroom units	-	1200 square feet
four-bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. The Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low- and Moderate-Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A “Family” shall mean two or more persons who will live regularly in the Low- or Moderate-Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The “Area” is defined as the \_\_\_\_\_Boston-Cambridge-Quincy\_MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low- and Moderate-Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low- and Moderate-Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser

of the Low- and Moderate-Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the “Deed Rider”). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low- and Moderate-Income Unit to offer the Low- and Moderate-Income Unit to the Municipality and to EOHLC at a discounted purchase price more particularly described therein. The Municipality and EOHLC shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low- and Moderate-Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low- and Moderate-Income unit will be preserved each time that subsequent resales of the Low- and Moderate-Income unit occur. (The various requirements and restrictions regarding resale of a Low- and Moderate-Income Unit contained in the Deed Rider are hereinafter referred to as the (“Resale Restrictions”). If upon the initial resale or any subsequent resale of a Low- and Moderate-Income Unit, the Municipality and EOHLC are unable to find an Eligible Purchaser for the Low- and Moderate-Income Unit, and the Municipality and EOHLC each elect not to exercise its right to purchase the Low- and Moderate-Income Unit, then the then current owner of the Low- and Moderate-Income Unit shall have the right to sell the Low- and Moderate-Income Unit to any person, regardless of his income (an “Ineligible Purchaser”) at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low- and Moderate-Income Unit, EOHLC must approve the terms of the Eligible Purchaser’s mortgage financing as evidenced by EOHLC’s issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low- and Moderate-Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low- and Moderate-Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low- and Moderate-Income Unit, either (i) sell the Low- and Moderate-Income Unit to an Eligible Purchaser at the same price for which it purchased the Low- and Moderate-Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by EOHLC, subject to a Deed Rider satisfactory in form and substance to EOHLC and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to EOHLC, the method for selecting such Eligible Purchaser to be approved by EOHLC or (ii) rent the Low- and Moderate-Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to EOHLC and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low- and Moderate-Income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low- and Moderate-Income Unit by the Municipality as provided herein the Low- and Moderate-Income Unit becomes vacant and remains vacant for more

than ninety (90) days, then such Low- and Moderate-Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low- and Moderate-Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low- and Moderate-Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low- and Moderate-Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low- and Moderate-Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by EOHLC to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low- and Moderate-Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low- and Moderate-Income Unit is owned by EOHLC.

#### 4. Intentionally Omitted

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low- and Moderate-Income Units. Such Marketing Plan must describe the buyer selection process for the Low- and Moderate-Income Units and must set forth a plan for affirmative fair marketing of Low- and Moderate-Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low- and Moderate-Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to EOHLC for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low- and Moderate-Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units**



**are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low- and Moderate-Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively “Marketing Documentation”) as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low- and Moderate-Income Units, EOHLC determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. EOHLC and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to EOHLC that each of the Low- and Moderate-Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low- and Moderate-Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low- and Moderate-Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low- and Moderate-Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low- and Moderate-Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay

all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a \_\_\_\_ Limited Liability Company\_\_\_\_\_, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by EOHLC, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. (a) Except for sales of Low- and Moderate-Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a “Sale”) or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor’s obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests,

recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Project Sponsor shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any

interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by EOHLC and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

EOHLC: Executive Office of Housing and Livable Communities  
Attention: Local Initiative Program Director  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Municipality:

Town of Lexington  
1625 Massachusetts Ave  
Lexington Ma 02420  
Attn: Town Manager

Project Sponsor:

28 Meriam St, Lexington LLC  
181 Bedford St  
Lexington MA 02420

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low- and Moderate-Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low- and Moderate-Income Unit at the Project which is owned by the Municipality or EOHLC as provided in Section 4 hereof, The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of EOHLC and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low- and Moderate-Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both EOHLC and the Municipality and both EOHLC and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. EOHLC has determined that the acquiring of

such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of EOHLC by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low- and Moderate-Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a “Default Notice”). If EOHLC becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, EOHLC shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the “EOHLC Default Notice”). If any such default, violation, or breach is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If EOHLC elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low- and Moderate-Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low- and Moderate-Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. EOHLC may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

By: \_\_\_\_\_  
Its:

EXECUTIVE OFFICE OF HOUSING AND  
LIVABLE COMMUNITIES

By: \_\_\_\_\_  
Its:

MUNICIPALITY

By: \_\_\_\_\_  
Its:

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Prices & Location of Low & Moderate Income Units  
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the \_\_\_\_\_ **[Project Sponsor]**, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the **Executive Office of Housing and Livable Communities**, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_,ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the **Town of Lexington**, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE  
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated \_\_\_\_\_ given by \_\_\_\_\_ to \_\_\_\_\_, recorded with the \_\_\_\_\_ Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

DEDHAM SAVINGS BANK

By: \_\_\_\_\_  
Its:

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT A

Re:    \_\_\_ The Edgewood at Meriam Hill \_\_\_  
      (Project name)  
      Lexington, MA  
      (City/Town)  
      \_\_\_28 Meriam St, Lexington LLC \_\_\_  
      (Developer)

### Property Description

the land with the buildings thereon in Lexington, Middlesex County, Massachusetts, consisting of two certain parcels of land, bound and described as follows:

A certain parcel of land shown as Lot 5 on a plan of land belonging to B. F. Brown by J. O. Goodwin, Surveyor, dated January 1889 and recorded with Middlesex South District Deeds, Plan Book 90, Plan 16, and further bounded and described as follows:

SOUTHEASTERLY: on Meriam Street two hundred thirty-four and 61/100 (234.61) feet;

SOUTHERLY:       by a curved line forming the junction of said Merriam Street with a proposed street as shown on said plan, twenty-five and 01/100 (25.01) feet;

WESTERLY: by said proposed street, two hundred twenty-two and 97/100 (222.97) feet;

NORTHWESTERLY:       by Lot 4 as shown on said plan, one hundred twenty-three and 53/100 (123.53) feet;

NORTHEATERLY: by land now or formerly of Pfaff, two hundred thirty-nine (239) feet.

Containing 44,157 square feet of land.

This conveyance is made subject to any rights and title of the Town of Lexington in a strip of land containing about 1009 square feet of land acquired for the laying out of Merriam Street.

Another certain parcel of land being part of Lot 4 on a plan of lots belonging to the estate of Sarah W. D. Brown, dated May 1909, by J. O. Goodwin, Surveyor, recorded with said Deeds, Book of Plans 180, Plan 1 and bounded and described as follows:

Beginning at a point of the Northerly side of Edgewood Road as shown on said plan at the Southwesterly corner of Lot 4;

Thence running Northeasterly on Lot 3 as shown on said plan, one hundred five and 60/100 (105.60) feet to land late of F. B. Hayes;

Thence turning ad running Southeasterly by said last mentioned land, fifty (50) feet.

Thence turning and running Southwesterly through said Lot 4 by the parcel as above described, one hundred twenty-three and 53/100 (123.53) feet to said Edgewood Road;

Thence turning and running Northwesterly by a curved line by said Edgewood Road as shown on said plan, fifty-three and 89/100 (53.89) feet more or less to the point of beginning.

Containing 5,693 square feet of land.

**EXHIBIT B**

Re:    \_\_\_ The Edgewood at Meriam Hill\_\_\_  
      (Project name)  
      Lexington, MA  
      (City/Town)  
      \_\_\_28 Meriam St, Lexington LLC \_\_\_  
      (Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low- and Moderate-Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One-bedroom units	\$ _____	\$ _____	_____
Two-bedroom units	\$ _____	\$ _____	_____
Three-bedroom units	\$ _____	\$ _____	_____
Four-bedroom units	\$ <u>357,800</u> _____	\$ <u>185</u> _____	<u>2.4%</u> _____

Location of Low- and Moderate-Income Units

The housing units which are Low- and Moderate-Income Units are those designated as lot/unit numbers \_\_\_\_\_ on:

- ☐ a plan of land entitled \_\_\_\_\_ recorded with the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.
- ☐ floor plans recorded with the Master Deed of the \_\_\_\_\_ recorded with the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Placement of Temporary Signs at Lincoln Field and/or Center Track Field -  
Lexington High School Girls Soccer Boosters

### **PRESENTER:**

Doug Lucente, Chair

### **ITEM NUMBER:**

C.10

### **SUMMARY:**

#### **Category: Decision-making**

Attached please find the Lexington High School Girls Soccer Boosters' request to the Select Board for approval for the placement of temporary signs at Lincoln Field and/or Center Track Field for the purpose of fundraising.

This request has been reviewed by the Recreation Committee. At their Wednesday, May 21, 2025, the Committee voted unanimously (6-0) in support of the placement of up to eight, approximately 4'x8', vinyl, corporate sponsorship banners at Lincoln Field #1 and/or Center Track Field by the Lexington High School Girls Soccer Boosters for the purpose of fundraising with the following conditions:

- final banner design and content, placement location, and method of attachment will require express approval by the Director of Recreation and Community Programs or their designee;
- the banners will be temporary and only in place during LHS Girls Varsity, Junior Varsity, and/or Freshman team soccer games, to be put up immediately prior to the start of the game (or block of games) and removed immediately following the conclusion of the game (or block of games)
- this recommendation will be reviewed by the Recreation Committee annually following the conclusion of the soccer season

A representative from the LHS Girls Soccer Boosters will be available to respond to any questions the Select Board may have.

### **SUGGESTED MOTION:**

Move to approve the request from the LHS Girls Soccer Boosters for the placement of temporary signs at Lincoln Field and/or Center Track Field consistent with the Recreation Committee's approval and conditions outlined in the Recreation Committee memo dated May 23, 2025.

**FOLLOW-UP:**

Applicant to coordinate through Recreation Department

**DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

**ATTACHMENTS:**

Description	Type
☐ LHS Girls Soccer Booster - request to Select Board	Backup Material
☐ Recreation Committee Memo of Approval	Backup Material

**From:** Nelson Ortiz <cybernelsonjose@gmail.com>

**Sent:** Tuesday, June 10, 2025 5:35 PM

**To:** Kim Katzenback <kkatzenback@lexingtonma.gov>

**Cc:** Samantha Lino <slino@lexingtonma.gov>; Diane Pursley <dianepursley@gmail.com>; Andrew Kvaal <andrew.kvaal@gmail.com>; shannon duffy <duffydm@gmail.com>; Matt Keis <mkeis@gemini-investors.com>; Melissa Battite <mbattite@lexingtonma.gov>

**Subject:** LHS Girls Soccer Request for inclusion in 6/23 Select Board Meeting: Sponsorship Program Extension

Esteemed Select Board,

The Girls' Soccer Program (GSP) Sponsorship Program is a partnership between the GSP's Booster Club and a number of Lexington-based businesses. We had requested permission last year to have up to eight (8) banners displayed during the girls' soccer games (Varsity, JV Blue, JV Gold) at Lincoln 2 and Center Field. We were very happy to receive both the recommendation from the Recreation Committee led by Melissa Battite as well as the support and permission to move forward from the Select Board for the Fall 2024 season.

The Sponsorship Program was a raving success last year. So much so that the proceeds (\$5,750) from the Program accounted for 1/3 of the GSP Booster Club program. Among other things, the Sponsorship enabled us to hire specialized soccer coaching for on-field player development, fund multiple team-building activities as well as host a wonderful, all-teams End of Season Banquet.

Now that the Lincoln 1 Field has been brought online, the LHS Girls' Soccer teams have retaken it as their home field. We have been working with Mrs. Battite and the Activitas vendor on the Fall 2025 Sponsorship Program and a viable solution for this year's Sponsorship Program.

Once again and as last year, we are asking to be allowed to unobtrusively display up to eight banners during the games only to make the Program possible. The banners, which would only advertise Lexington-based businesses, would be brought down at the games' conclusion throughout the season which ends in mid November.

Anecdotally, the Sponsorship Program has received very positive reviews and acceptance from our community as it takes the burden of funding from hardworking parents and their significant others. Businesses who have stepped up, especially new businesses in town, have been quite happy and have reaped the benefits of exposure and advertisement at the grassroots level which is what this effort is based upon: Our Town's strong civil and business communities brought together and united by the strength, power and hope of youth sports.

At the time of this request, we have received unanimous approval and recommendation to proceed from the Recreation Committee. Thus, we are bringing this to you for your gracious support and approval.

Thank you for your time and attention to this matter and looking forward to connecting soon.

Nelson Ortiz  
GSP Booster Volunteer  
Lexington, MA





May 23, 2025

To: Lexington Select Board

Fr: Melissa Termine Battite, Director of Recreation & Community Programs

Re: Recommendation to approve temporary sign placement

At the Recreation Committee's regular May meeting (Wednesday, May 21, 2025), the Committee voted unanimously (6-0) in support of the placement of up to eight, approximately 4'x8', vinyl, corporate sponsorship banners at Lincoln Field #1 and/or Center Track Field by the Lexington High School Girls Soccer Boosters for the purpose of fundraising with the following conditions:

- final banner design and content, placement location, and method of attachment will require express approval by the Director of Recreation and Community Programs or their designee;
- the banners will be temporary and only in place during LHS Girls Varsity, Junior Varsity, and/or Freshman team soccer games, to be put up immediately prior to the start of the game (or block of games) and removed immediately following the conclusion of the game (or block of games)
- this recommendation will be reviewed by the Recreation Committee annually following the conclusion of the soccer season.

Cc: LHS Girls Soccer Boosters

Naomi Martin, LHS Athletic Director

Recreation Committee

Steve Bartha, Town Manager

Kelly Axtell, Deputy Town Manager

4/28/25

Esteemed Recreation Committee,

We hope all is well with you and your families.

I am reaching out today to provide a review of our success through the 2024 LHS Girls Soccer Sponsorship Program and to ask for your support for the 2025 Sponsorship Program.

In 2024, we were able to secure sponsorship from five businesses local to Lexington for six banners. These were: Lexington Dental Associates, Compass Real Estate, Omar's World of Comics & Bistro, Theater Pharmacy, and MA France Bakery & Delicatessen.



Through these five businesses, we were able to raise \$5,750 which accounted for 1/3 of the Girls' Varsity Booster Club budget for 2024! Needless to say, it was a tremendous success which you supported and championed.

Given its first-year accomplishments, we come to you with the ask to renew your support for the LHS GVS Sponsorship Program for 2025.





As it is currently stipulated in your initial letter of recommendation (attached), we would once again be seeking the creation and display of eight banners for all LHS Girls Varsity and JV teams. We are working with Melissa B. and the vendor (Activitas) for a solution that would fit the newly outfitted Lincoln 1 field, the Girls' home field.

If you have any questions or concerns please reach out as I would be glad to present and discuss the plan once we have it drawn up.

Thank you for your time and attention.

Be well and have a good day,

Nelson Ortiz  
Girls' Soccer Program volunteer  
Lexington, MA  
M: 781-698-7057

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Lexington Civic Academy Graduation

### **PRESENTER:**

Abe Fofanah, Management Fellow

### **ITEM NUMBER:**

I.1

### **SUMMARY:**

#### **Category: Informing**

Abe Fofanah, Management Fellow will review Lexington Civic Academy, now in its 16th session. At Lexington Civic Academy, residents met for 12 weeks to learn about local government, specifically, the role each department plays in serving the public. The goal of the program is citizen engagement and the program is designed to connect residents with the Select Board and Town staff, as well as encouraging participation on Town committees/boards and as Town Meeting Members.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

6:45pm

### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Civic Academy Spring 2025 Participant List	Backup Material

## **Civic Academy 2025 Participant List**

1. Kannan Alagappan
2. Pamela Cohen
3. Diana Doherty
4. Victoria Fernandez
5. Jack Hardy
6. Konstantinia Iakovaki
7. Stanley Kent
8. Marc Levitt
9. Jeanne McDermott
10. Max Repaci
11. Maysarah Shahabuddin
12. Adam Stefansson
13. Daniel Stone
14. Madelyn Vincent

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Update: Waste Reduction Task Force

### **PRESENTER:**

Maggie Peard, Sustainability and  
Resiliency Officer

### **ITEM NUMBER:**

I.2

### **SUMMARY:**

#### **Category: Informing**

Maggie Peard will provide an update from the Waste Reduction Task Force. This will include an overview of the proposed edits to the Residential Solid Waste Regulation, a proposed bulky item fee schedule as well as next steps.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

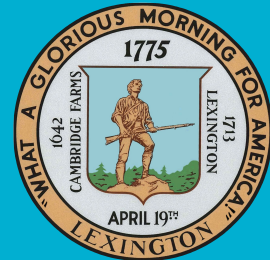
7:00pm

### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Presentation	Presentation
<input type="checkbox"/> Draft Fee Schedule	Backup Material
<input type="checkbox"/> DRAFT Residential Solid Waste Regulations_Redline	Backup Material

# Waste Reduction Task Force Updates

**June 23, 2025**



# Overview

Since the last update to the Board, the Waste Reduction Task Force has continued to explore the following changes to the waste collection process:

- Automated collection
- Hybrid Pay-As-You-Throw
- Fees for bulky item collection

These changes would help reduce waste and protect the Town budget from rising waste hauling costs.



# Overview

## What we heard from the Board:

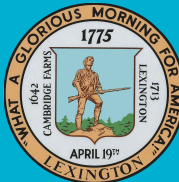
- More community engagement —————→
- Want to understand how many bins and what size bins households are currently using —————→
- Incremental steps towards Pay-as-you-throw —————→
- Open to continuing exploring Pay-as-you-throw —————→
- Open to revisiting bulky item fees —————→

## What we did or propose doing:

- Forums, flyers, newsletters, social media
- Waste bin survey
- Reduce bin limit in solid waste regulations
- Implementation timeline
- Draft fee schedule

# Community Engagement

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# Online Engagement

- Created informational flyers to distribute at events and online
- Updated [lexingtonma.gov/ZeroWaste](https://lexingtonma.gov/ZeroWaste) with information about waste planning
- Posted event slides and recordings
- Included planned forums on Town calendars, newsletters, and social media
- Shared waste reduction information through Town newsletters and social media

**CUTTING THE WASTE OUT OF WASTE COLLECTION**

JOIN THE LEXINGTON WASTE REDUCTION TASK FORCE IN IMAGINING A SMARTER WASTE SYSTEM

**THE GOAL** A waste collection system that protects us from rising costs and protects our environment

**WHY?**

1. Lexington's trash and recycling costs have increased 30% in 4 years, as MA runs out of landfill space.
2. State waste bans are limiting what materials are accepted at incinerators and landfills.
3. Burning trash in incinerators contributes to climate change and has a negative impact on human health.

**WHERE WE ARE TODAY?**

Waste Sent to Incinerator in 2023	Waste Recycled	Waste Composted
8,014 tons	1,843 tons	3,045 tons

**HOW CAN LEXINGTON IMPROVE?**

1. Increase participation in existing services
  - Free curbside composting
  - Dropoff of hard-to-recycle items at Hartwell Ave
  - Curbside textile and mattress collection
2. Streamline and enhance waste collection
  - Expand
  - More efficient, automated waste hauling

**Pay As You Throw**

Only pay for overflow trash

Never exceed limit with proper recycling, composting, and reuse

Households generate 29% less trash in the 155 MA communities with PAYT systems

[lexingtonma.gov/ZeroWaste](https://lexingtonma.gov/ZeroWaste)

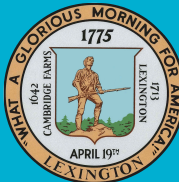
[lexingtonma.gov/WRTF](https://lexingtonma.gov/WRTF)

# Community Forums

- November 1, 2024: In person presentation at League of Women Voters First Fridays (30 attendees)
- December 11, 2024: In person community forum at the Police Station (15 attendees)
- February 4, 2024: Virtual community forum (20 attendees)
- February 11, 2025: In person community forum at the Community Center for seniors (15 attendees)
- April 8, 2025: In person discussion with Japanese Support Group of Lexington (JPLex) members at their Board meeting (7 attendees)
- April 24, 2025: Virtual discussion with Association of Black Citizens of Lexington (ABCL) members at their business meeting (6 attendees)
- June 1, 2025: Staff presence at a LexFUN playground event to promote composting and gather feedback on potential changes (40 attendees)
- June 5, 2025: Virtual community forum, co-hosted with JPLex, CALex, and ABCL (25 attendees)
- June 16, 2025: In person discussion at LexZeroWaste's Annual meeting (8 attendees)

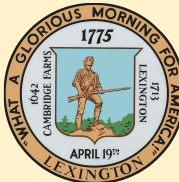
# Waste Bin Survey

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# To further inform the implementation of waste reduction strategies in Lexington, the Waste Reduction Task Force wanted to understand the following:

- How many trash bins do Lexington households put out on trash day?
- How many gallons of trash are households putting out for collection each week?
- What size are the bins?
- How many recycling bins Lexington households put out on trash day?
- Are any of these answers correlated with whether a household composts?



# We decided to find out!

- Designed a methodology
- Recruited volunteers to walk trash collection routes

Small = 35 gallons or less

Med = 48 gal

Large = 64 gal

XL = 96 gallons

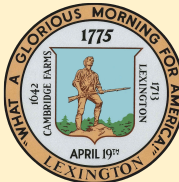
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Street Segment: \_\_\_\_\_

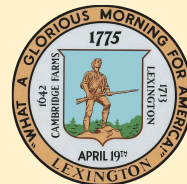


# Trash Bins	Trash bin size				Trash Bin Fill Level					# recycling bins	Recycling bin size					Compost bin?		# Bulky
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	
	S	M	L	XL	¼	½	¾	full	over		Town crate	S	M	L	XL	Y	N	



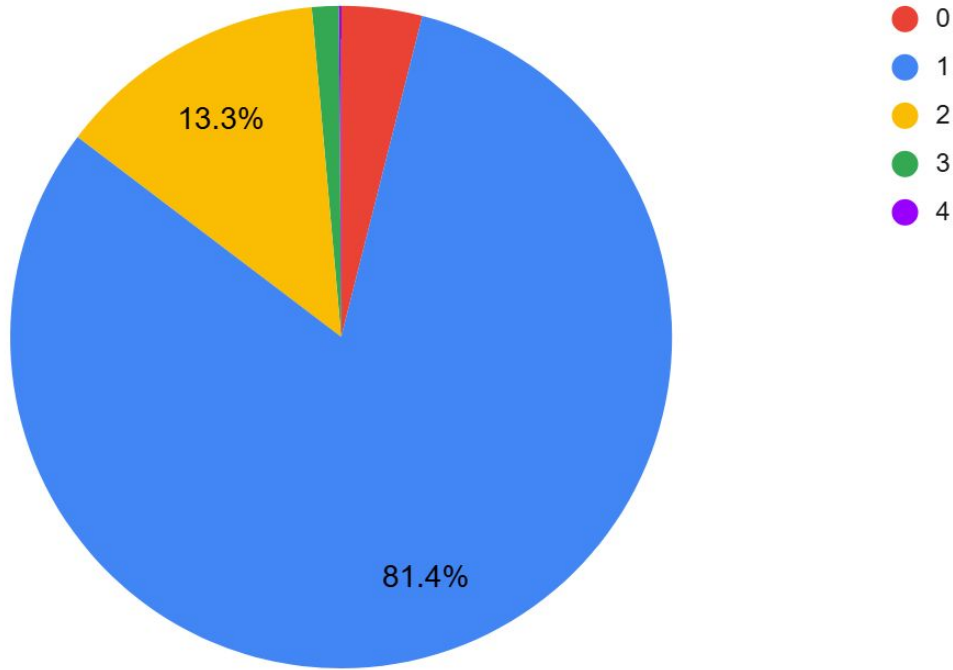
# Sample

- Surveyed over 1,400 households on their trash day
- 12.5% of households served by municipal trash collection
- Sample included:
  - A mix of main roads and back roads
  - A mix of home sizes
  - Households during school vacation week
  - All five collection days
- Survey conducted March to May 2025



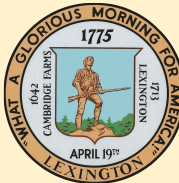


## Number of Trash Bins per Household

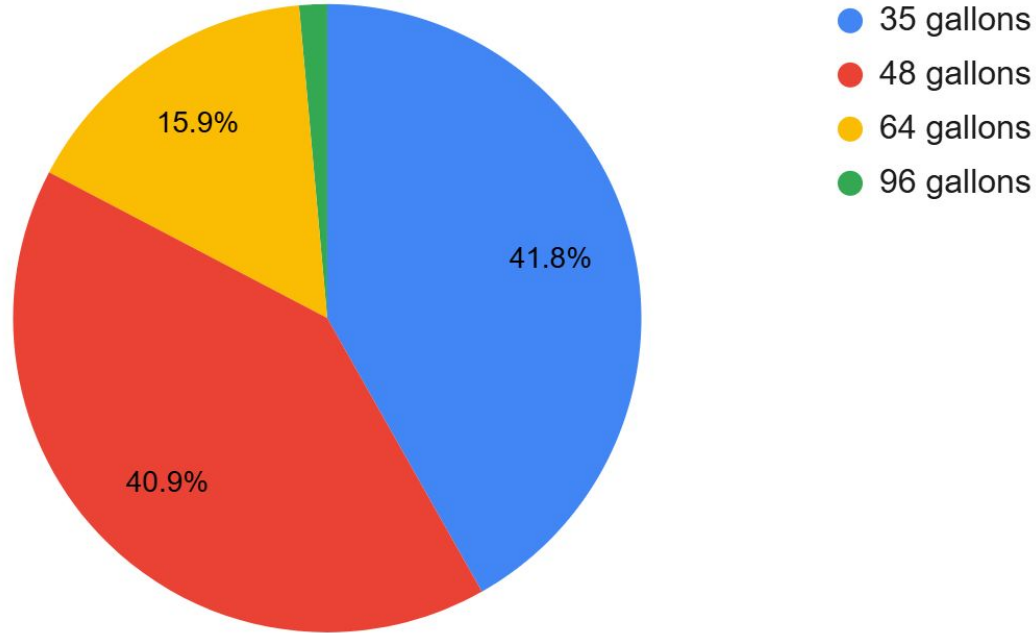


- 98.6% of households put 0, 1, or 2 bins
- 1.3% of households put out 3 bins
- 0.1% of households put out 4 bins

Lexington's current waste regulations set a limit of 6 trash bins per household.

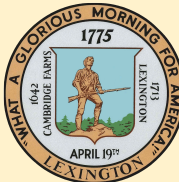


## Trash Bin Size Distribution

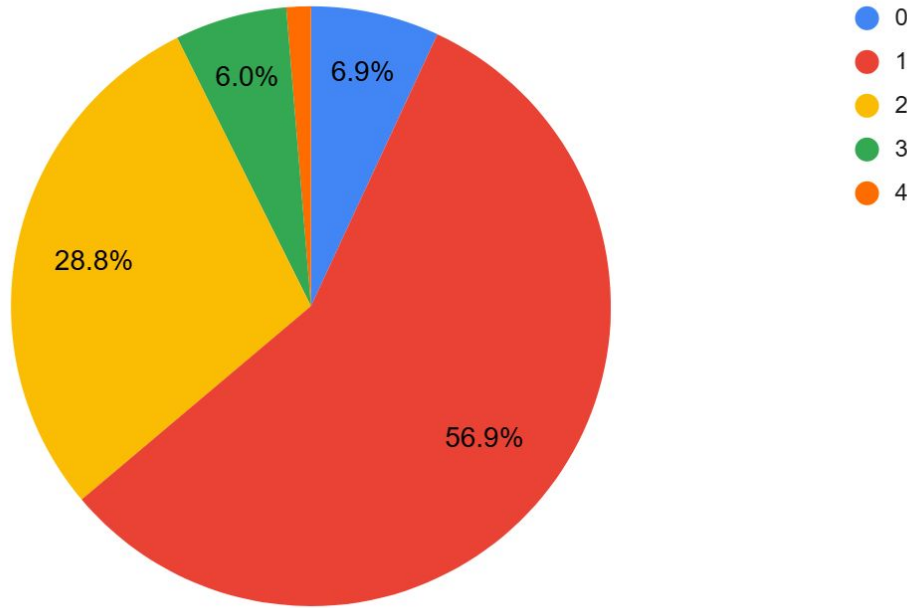


- 82.7% of bins were 48 gallons or less
- 41.8% of bins were 35 gallons
- Only 1.4% of bins were 96 gallons

MassDEP awards 4 Recycling Dividends Program (RDP) points for hybrid PAYT programs using 35 gallon bins, and 2 RDP points for hybrid PAYT programs using 48 gallon bins.

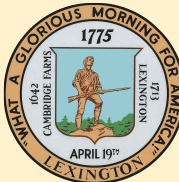


## Number of Recycling Bins per Household



- 56.9% of households put out 1 recycling bin
- Only 6.9% put out no recycling bin

The majority are recycling bins are the Town provided carts, but wheeled carts of various sizes are also commonly used

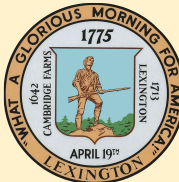


# Gallons of trash per household

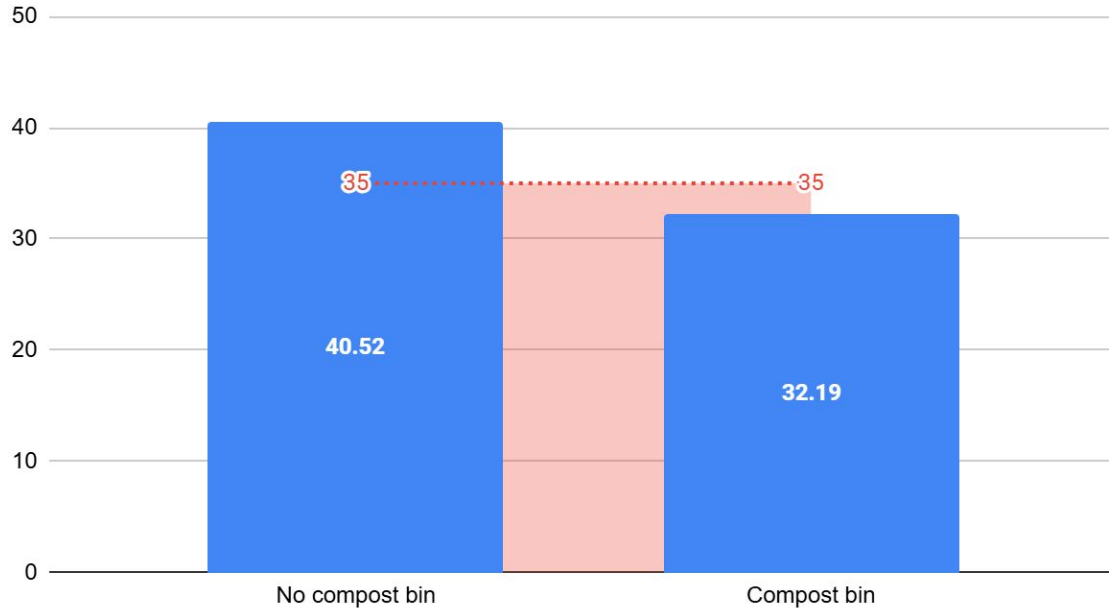
Using bin size and approximate fill level, we estimated the volume of trash at each household surveyed.

**Average household in Lexington produces 38.4 gallons of trash per week.**

Note: Volume  $\neq$  Weight. Weight determines tipping fees.

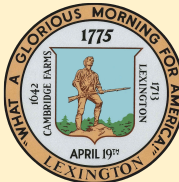


## Gallons of Trash (Composters vs. Non Composters)



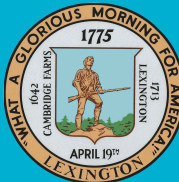
The red line marks 35 gallons, which is a standard sized “small” trash bin.

**With 95% confidence, composters produce between 5.3 and 11.3 fewer gallons of trash per week than non-composters. On average, composters generate 8.3 fewer gallons, and this difference is statistically significant (with a p-value of  $>0.001$ ).**



# Proposed Regulation Amendments

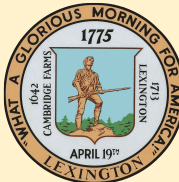
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# Why Are We Proposing Changes?

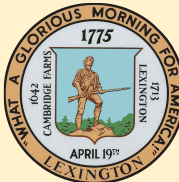
The Waste Reduction Task Force is proposing edits to the Residential Solid Waste Regulations (Ch 181, Article IV) for two purposes:

1. To make them more accurately reflect the current waste rules and practices
2. To reduce the current trash bin limit as an incremental step in the effort to reduce waste through changes to the collection system (e.g. automated collection, hybrid pay-as-you-throw).



# Substantive changes

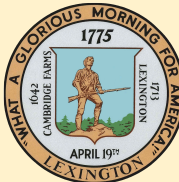
1. Eliminates a trash bin size limit that is not currently enforced, leaving only a weight limit. (Bins size limit is something the WRTF may recommend in the future).
2. Changes the trash bin number limit from six (6) to two (2) bins.
3. Adds a sentence to the general provisions to strongly encourage, but not require, composting of organics, food, and yard waste.





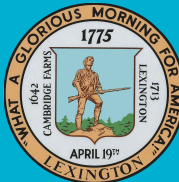
# “Clean up” Changes

1. Makes changes to reflect new practices that are consistent with MassDEP waste bans (e.g. mattress/box spring disposal, textile disposal, organics disposal for large institutions).
2. Adjusts wording for grammatical and phrasing consistency.
3. Removes narrative that does not communicate rules or guidance for waste disposal.
4. Establishes clear definitions for different categories of solid waste (181-58), relocating disposal instructions from the definition section to the corresponding disposal section for that category.
5. Removing out of date information, or information that is subject to going out of date, and instead directing readers to external resources that will be kept up to date (e.g. Town website, MA Recycle Smart website).
6. Updates waste preparation guidance to better reflect current best practices.



# Draft Bulky Item Fee Schedule

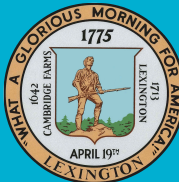
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Draft Fee Schedule for Bulky Item Disposal				
Item	Estimated # of Units	Price per unit	Add 10% admin fee	Total fee
White Goods/Large Scrap Metal w/o Freon	450	\$25.00	\$2.50	\$27.50
White Goods/Large Scrap Metal w/ Freon	450	\$40.00	\$4.00	\$44.00
CRT/Electronics - Regular	550	\$26.00	\$2.60	\$28.60
CRT/Electronics - Large	145	\$49.00	\$4.90	\$53.90
Mattresses	1000	\$45.00	\$4.50	\$49.50
Box Springs	1000	\$45.00	\$4.50	\$49.50
Bulky Items (furniture, carpet, misc.)	30,000	\$25.00	\$2.50	\$27.50

# Proposed Next Steps

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July 2025

- Bring regulations and bulky item fee schedule back to Board for a vote

Sept 2025 to February 2026

- Apply for and leverage MassDEP Technical Assistance grant for PAYT planning support

March/April 2026

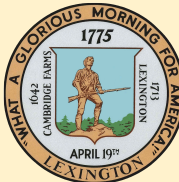
- Bylaw amendment at ATM to amend “free” clause (would enable PAYT)
- Request appropriation for standard waste carts at ATM

May/June 2026

- Finalize PAYT program details, prepare for roll out, publicize changes

Summer 2026

- Roll out automated collection and hybrid PAYT program



## Draft Fee Schedule for Bulky Item Disposal

Item	Estimated # of Units	Price per unit	Add 10% admin fee	Total fee
White Goods/Large Scrap Metal w/o Freon	450	\$ 25.00	\$ 2.50	\$ 27.50
White Goods/Large Scrap Metal w/ Freon	450	\$ 40.00	\$ 4.00	\$ 44.00
CRT/Electronics - Regular	550	\$ 26.00	\$ 2.60	\$ 28.60
CRT/Electronics - Large	145	\$ 49.00	\$ 4.90	\$ 53.90
Mattresses	1000	\$ 45.00	\$ 4.50	\$ 49.50
Box Springs	1000	\$ 45.00	\$ 4.50	\$ 49.50
Bulky Items (furniture, carpet, misc.)	30,000	\$ 25.00	\$ 2.50	\$ 27.50

ARTICLE IV  
Residential Solid Waste  
[Adopted August 1991 by the SelectBoard]

**§ 181-57. General provisions.**

A. Recycling is mandatory in Lexington, consistent with the Commonwealth of Massachusetts Department of Environmental Protection waste bans.

A.B. Disposal of organics/food/yard waste via composting is strongly encouraged in Lexington and is mandatory for some institutions, consistent with the Commonwealth of Massachusetts Department of Environmental Protection waste bans.

B.C. The Town of Lexington is committed to reducing the generation of solid waste within the entire community by working to:

- (1) Increase eEducation regarding reduction of residents to reduce the solid waste they generation;
- (2) Increase Accelerate mandatory recycling compliance and accelerate composting efforts;
- ~~(3) Commit the remainder of solid waste to waste to energy (resource recovery) disposal; and~~
- ~~(4)~~(3) Reduce the toxicity of the solid waste stream.

C.D. ~~The Town Meeting has established a requirement for the mandatory separation of certain recyclable materials from the rubbish of Lexington residents. School buildings and public buildings are included in this program. Apartments and condominiums must also participate. Residents are encouraged to reduce the volume of packaging they bring home and to buy and use recycled products in order to support markets for recyclable materials.~~

**§ 181-58. Types of waste. [Amended 7-10-2023]**

The Town of Lexington collects the following categories of ~~solid~~ waste, from:

- A. Recyclable waste ~~(every week curbside collection).~~ Materials such as paper, cardboard, glass, aluminum, and plastic that are collected, processed, and used again as a new product. Consult the annual recycling informational brochure for an up-to-date listing of the materials that may be included in the recycling bin. See § 181-60 for details.
- B. Non-recyclable solid waste ~~(regular weekly curbside trash collection).~~ All trash, garbage and rubbish that is not considered either recyclable or hazardous waste or is not listed in § 181-61 ~~FE~~. See § 181-61 for details.
- C. Household hazardous waste products disposal (10 collection events annually). A Household hazardous waste includes any products or materials that can be toxic (poisonous), corrosive, flammable or reactive (explosive). See § 181-62 for details.
- D. Organic/food waste. MBiodegradable materials that originate from plants or animals, capable of being broken down by natural processes like composting. See § 181-66 for details.
- ~~D.E.~~ White goods ~~pickup (curbside appliance pickup).~~ Large appliances such as refrigerators,

stoves, microwave ovens, dishwashers, washing machines, clothes dryers, water heaters, air conditioners, and dehumidifiers. ~~are collected curbside by appointment only.~~ See § 181-63 for details.

~~E.F. Yard waste (curbside, drop-off facility and home composting).~~ Natural debris including leaves, grass clippings, dead flowers or plants, wood chips, hedge clippings, pine needles, and brush 1-inch or less in diameter. ~~Disposal options for approved yard waste include curbside collection for three weeks in the spring and 10 weeks in the fall, drop-off (see § 181-64 for details) and home composting.~~ S (see § 181-664 for details).

G. Christmas trees ~~(curbside trash collection and drop-off recycling).~~ recycling (see § 181-65 for details).

H. Mattresses and box springs (see § 181-67 for details).

I. Textiles. Clothing, footwear, bedding, curtains, stuffed animals, and fabric of all sizes (see § 181-68 for details).

**§ 181-59. General rules applying to all curbside waste collection. [Amended 3-27-2019ATM by Art. 34; 7-10-2023]**

- A. Where to place containers. Collection occurs at the curbside. Place waste container~~trash containers or recycling bins~~ (with at least eight feet between them) parallel to the curb, not going up the driveway or walk. Waste will not be removed from inside houses, garages or other enclosures. Residents should be aware of winter plowing operations and place their refuse containers where they will not impede sidewalk plows or be toppled by street plows.
- B. When. Place the containers at curbside no later than 7:00 a.m. on the collection day. Remove empty containers within 12 hours of the collection. Collection vehicles will not return to an area after the waste~~trash or recyclables~~ in that area hasve been collected.
- C. Holiday collection. Generally, containers ~~Regular waste and recyclables~~ are not collected on legal holidays. ~~D~~Therefore, do not put containers ~~waste~~ at the curbside on a holiday. During a week when a holiday falls on a collection day, the weekly collection moves forward one day. For example, if a holiday falls on a Monday, containers ~~are~~waste is collected Tuesday through Saturday of that week; if a holiday falls on a Tuesday, containers ~~are~~waste is collected on Monday and Wednesday through Saturday of that week. Your annual waste collection~~recycling~~ brochure and on the Town website lists all legal holidays affecting ~~trash~~ collection.
- D. Sanitary conditions. Before and after collection, residents are responsible for maintaining safe and sanitary conditions at the collection site. Residents must remove refuse from spills or broken containers prior to the collection. The waste hauler~~contractor~~ will not collect loose waste~~refuse~~. Dog and/or wild animal complaints can be reported to the Police (non-emergency number) ~~Animal Control Department at 862-0500 extension 240~~ during normal work hours.
- E. Scavenging. Scavenging or picking through all waste~~trash or recyclables~~ is prohibited.
- F. Penalties. Violation of these rules may subject a resident to penalty provisions under Town Bylaws and adopted regulations of the Select Board. If recyclable waste appears in a regular trash container, the Town will not collect the resident's regular trash.



**§ 181-60. Rules for curbside recyclables collection. [Amended 7-10-2023]**

Mandatory separation of certain recyclable materials from the ~~regular~~ trash by Lexington residents was established by Town Meeting in 1988. An annual ~~waste collection~~informational recycling brochure is mailed to all Lexington households.

- A. Containers. ~~T~~As part of the Lex Recycle programs, the Town provides each new household with a free recycling bin (~~provide~~ proof of new residency ~~required to pick up free bin~~). ~~Every household must use at least one Lex Recycle bin.~~ Additional recycling bins are available for a fee. ~~Bins~~These are available at the Public Works Building, 201 Bedford Street, ~~weekdays from 7:30 a.m. until 3:30 p.m.~~
- B. Recyclable waste preparation. Follow the guidance on RecycleSmartMA.org ~~and~~ the annual waste collection brochure for proper preparation of recyclable items. Place all items either directly in the bin or in paper bags (no plastic bags). Plastic bags are not allowed with recyclable items. ~~Follow these rules when preparing and putting out recyclables, placing glass, metal, plastic and aseptic containers in the bottom of the Lex Recycle bin, with bagged (paper bags, not plastic bags) or bundled paper on top or beside the bin.~~ Items that will not be collected. Refer to RecycleSmartMA.org or the annual waste collection~~recycling informational~~ brochure for the items the ~~recyclable~~ waste ~~hauler~~contractor will not collect.
- C. Where. Put the recycling bin(s) at curbside, six to eight feet away from the ~~other regular~~ trash containers.
- D. When. Collection of recyclable waste ~~in the Lex Recycle bin~~ occurs every ~~other~~ week, on the same day as the ~~trash~~regular waste pickup. ~~Consult the annual recycling informational brochure for calendar schedule.~~
- E. When moving. The recycling bin should be turned in to the Public Works Department at 201 Bedford Street.

**§ 181-61. Rules for collection of non-recyclable solid waste. [Amended 7-10-2023]**

- A. Approved containers. Put all waste in approved containers only. Do not stuff containers beyond their capacity or have items protruding out of the top of the barrels. Cracked or broken containers that are empty will be collected as waste. All containers are used at the owner's risk. Approved containers include:
  - (1) Plastic bags that are at least 1.5 mils thick. The bags must not exceed ~~three cubic feet (30 gallons) in content or~~ 40 pounds in weight. The bags must be tightly sealed or tied.
  - (2) Metal containers should be watertight and rust-resistant and have handles and tight-fitting covers. The containers must not exceed ~~three cubic feet (32 gallons) in content or~~ 50 pounds in weight.
  - (3) Plastic barrels must be heat- and water-resistant and must have handles and tight-fitting covers. They must not exceed ~~three cubic feet (32 gallons) in content or~~ 50 pounds in weight. The waste ~~hauler~~contractor is not responsible for plastic containers that crack during cold weather.
- B. Number of containers. The waste ~~hauler~~contractor will pick up a maximum of ~~two~~six approved containers per week, one bulky object (see Subsection D) and five bundles of branches over one inch in diameter (for preparation see Subsection E).

- C. When moving. The ~~regular~~ waste ~~haulereontraetor~~ will pick up additional trash containers in excess of the maximums listed in SubsectionParagraph B when residents are moving ~~or cleaning out basements, etc.~~ Residents must call the ~~waste haulereontraetor~~ to notify them in advance of their regular collection day. The waste ~~haulereontraetor~~ does not make special pickups.
- D. Bulky objects. Bulky objects will be collected at curbside on the day scheduled through the ~~waste haulereontraetor~~. A bulky object is anything that will not fit into an approved container (Subsection A), and is not a white good, mattress, or box spring. ~~, such as a television set, automobile tire (without rim), storm door, lawn furniture, barbecue grill, mattress, box spring, rugs (cut in four foot lengths, rolled and tied), etc. Residents may put out one bulky item per week.~~
- E. Waste preparation. Follow these rules when preparing and putting out waste:
- (1) Drain all liquids ~~from food waste~~ before putting it into the waste container.
  - ~~(2) Wrap food waste securely in plastic bags, such as old bread or supermarket bags.~~
  - ~~(3)~~(2) Make sure no waste material protrudes above the top of the container.
  - ~~(4)~~(3) Tape Window glass ~~should be taped~~ to prevent shattering.
  - ~~(5)~~(4) Keep waste containers in a sanitary condition, covered and/or tightly sealed.
  - ~~(6)~~(5) ~~Cut tree branches and limbs no less than one inch and no more than four inches in diameter into three-foot lengths and tie in bundles. Bundles must not exceed 50 pounds in weight and 24 inches in diameter. Maximum of five bundles per pickup.~~
  - ~~(7)~~(6) ~~Cut w~~Wooden objects such as picnic tables, fence parts and scrap wood ~~should also be cut~~ into three-foot lengths and tied in bundles.
  - ~~(8)~~(7) Break down and securely tie sScrap metal such as fence posts, railings, dismantled swing sets, aluminum ladders or lawn furniture ~~should be broken down and securely tied~~ before putting at curbside. Pickup will be scheduled through the waste ~~haulereontraetor~~.
  - ~~(9)~~(8) Lawn mowers. Remove gas/oil, and check the Town website for disposal instructions.
  - ~~(10)~~(9) Latex paint must be completely dried out (solidified) before placing in ~~theresular~~ trash. Use kitty litter or a similar drying agent to speed up the process~~up process~~.
  - ~~(11)~~(10) Oil-based paints with less than two inches of residue may also be dried out and disposed of in trash.
- F. Items that will not be collected by the waste ~~haulereontraetor~~:
- (1) Dead animals ~~or animal waste~~.
  - (2) Hazardous waste products (see § 181-62 for description).
  - (3) Biological or infectious wastes, medicines, and medical devices.
  - (4) ~~M~~Improperly packaged medical sharps.
  - (5) Automotive parts, such as batteries, body parts, engine blocks, fenders, frames, tire rims,

gas tanks, transmissions, etc.

- (6) Logs and tree stumps.
- (7) Yard waste ([for disposal](#), see § 181-64 ~~for disposal of yard waste~~).
- (8) Any propane tank (for disposal, see § 181-62).
- (9) Recyclable waste.
- (10) Building and/or construction debris, e.g. wood, asphalt, concrete, etc. Building contractors are responsible for the proper disposal of all construction and building material or ~~offer~~ debris left from their work, such as wood, beams, shingles, plaster, asphalt, concrete, earth and gravel, etc. ~~The Town of Lexington has no facilities for disposal of construction materials and the regular trash contractor will not remove it as residential waste. Please consult the Yellow Pages for disposal contractors.~~

[\(11\) Mattress and box springs \(for disposal, see § 181-67\).](#)

[\(12\) Textiles \(for disposal, see § 181-68\)](#)

~~(11)~~[\(13\)](#) All other items prohibited by state or federal law or regulation.

G. Unacceptable containers. The waste ~~haulere~~contractor will not pick up waste in unacceptable containers. The Town of Lexington and the waste ~~haulere~~contractor assume no responsibility for waste that is not put out in approved containers (see Subsection A). Unacceptable containers include:

- (1) Cardboard ~~containers~~barrels, cartons and crates.
- (2) Plastic bags other than those described under Subsection A.
- (3) Containers without handles or lids.
- (4) Containers with waste protruding above the top.
- (5) Lawn carts or wheelbarrows.
- (6) Oil drums.
- (7) Open baskets or boxes.
- (8) Paper bags.

#### **§ 181-62. Rules for disposal of household hazardous products. [Amended 7-10-2023]**

~~The Town of Lexington has joined with seven neighboring communities to address the problem of household hazardous products disposal. In order to keep household hazardous products these materials out of the waste stream and the environment, residents are encouraged to deposit them at the Minuteman Household Hazardous Products Facility on the scheduled event days. Some of the products that should be separated from your recyclable or regular trash are listed below. For proper disposal of any hazardous waste not listed below or listings of dates, contact the Board of Health.~~

Location. The Minuteman Household Hazardous Products Facility is located [at 60 on](#) Hartwell

Avenue, at the ~~Lexington Composting & Recycling Facility site of the DPW Composting Operation and the former landfill.~~to the facility is located opposite Maguire Road on Hartwell Avenue.

- A. Hours of operation. Collections occur generally one Saturday each ~~on 10 Saturdays (at least once a month)~~ from April to November. ~~Hours of operation are 9:00 a.m. until 3:00 p.m.~~ Dates and hours for the collection events are listed in the ~~esidents will receive an annual waste collection/recycling informational brochure and on the Town website through the mail indicating the dates when the facility will be open, along with instructions for bringing the waste.~~
- B. Products. Hazardous waste includes any products or materials that can be toxic (poisonous), corrosive, flammable or reactive (explosive). ~~Collection events include but may not be limited to the following products.~~ Consult the annual waste collection/recycling informational brochure or the Town website for up-to-date product listing and limits.

#### Cleaning Products

~~Bathroom cleaners~~

~~Drain openers~~

~~Oven cleaners~~

~~Metal or furniture polish~~

~~Spot removers~~

#### Automotive Products

~~Motor oil and oil filters~~

~~Brake or transmission fluids~~

~~Antifreeze~~

~~Solvents~~

~~Auto batteries~~

~~Polishes and wax~~

#### Pesticides

~~Weed killers~~

~~Fungicides and herbicides~~

~~Insecticides, pest strips~~

~~Fertilizers with weed killer~~

~~Wood preservatives~~

~~Rat poisons~~

#### Paint and Paint Products

~~Paint and Paint Thinners~~

~~Paint removers~~

~~Stains and varnishes~~

~~Epoxies and adhesives~~~~Aerosol cans (with product)~~Other Products~~Batteries~~~~Fluorescent lights~~~~Thermostats~~~~Driveway sealer~~~~Pool chemicals~~~~Hobby or photography chemicals~~~~Propane tanks (up to 22 pounds)~~~~Waste fuels (e.g., gasoline)~~Do Not Bring~~Explosives~~~~Asbestos~~~~Ammunition, fireworks~~~~Commercial hazardous waste~~~~Empty aerosol cans~~~~Fire extinguishers~~~~Gas cylinders~~~~Infectious or biological wastes~~~~Medicines or syringes~~~~PCBs~~~~Radioactive materials~~~~Smoke detectors~~~~Tires~~**§ 181-63. Rules for white goods disposal. [Amended 7-10-2023]**

~~White goods cannot be discarded in landfills or incinerators. White goods~~ Refrigerators, stoves, microwave ovens, dishwashers, washing machines, clothes dryers, water heaters, air conditioners and dehumidifiers are collected curbside by appointment ~~only at no additional charge~~. Doors must be removed from refrigerators. ~~Collections are currently scheduled once a week.~~ Call the waste ~~hauler~~ contractor to schedule a pickup.

**§ 181-64. Rules for disposal of yard waste.**

- A. ~~State solid waste management regulations prohibit the disposal of y~~Yard waste ~~cannot be discarded~~ in landfills and incinerators. Lexington has developed several options for disposal of approved yard waste. Approved yard waste includes:

- (1) Leaves.
- (2) Grass clippings.
- (3) Flower and vegetable plants.
- (4) Wood chips.
- (5) Pine chips.
- (6) Pine needles.
- (7) Hedge clippings.
- (8) Brush one inch or less in diameter.

B. Yard waste curbside collection. Yard waste is collected at curbside during the spring and fall collection period in a separate truck by the ~~regular~~ waste ~~hauler~~ ~~contractor~~ and transported to the Town compost site at the Hartwell Avenue Composting & Recycling Facility.

- (1) Containers. Yard waste must be placed in open trash barrels or ~~biodegradable~~ paper bags and must not be mixed with ~~regular~~ trash. Yard waste in any other containers will not be collected.
- (2) Where and when. Place yard waste ~~(in containers (open barrels or biodegradable paper bags sold by local merchants) containers at the~~ curbside at least eight feet away from ~~other waste~~ ~~regular trash~~ containers on the regular ~~waste trash~~ collection day during the ~~three week~~ spring or ~~ten week~~ fall collection period. Consult the annual waste collection recycling informational brochure or the Town website ~~visit the DPW at~~ www.lexingtonma.gov for exact collection dates. Yard waste placed at curbside prior to or after the yard waste curbside collection period will not be collected.

C. ~~YTown yard waste compost~~ drop-off site. Residents may bring approved yard waste in any container to the Hartwell Avenue Composting & Recycling Facility ~~across from Maguire Road~~. After the container is emptied, it must be removed from the area (~~biodegradable~~ paper bags are the only exception to this rule).

- (1) Hours. Check the Town website for up to date hours. ~~The recycling area is open for yard waste disposal from April to mid-December during the following hours: Monday through Friday, 7:30 a.m. to 3:00 p.m.; Sunday, 8:00 a.m. to 5:00 p.m. It is also open the Saturday before Easter Sunday from 8:00 a.m. to 5:00 p.m. and closed Easter Sunday and open from 8:00 a.m. to 5:00 p.m. on all Saturdays in November.~~
- (2) Contractors employed by Town residents may also dispose of approved yard waste at the recycling area. Contractors must purchase a yard waste permit sticker during business hours at the DPW Operations Facility at 201 Bedford Street. Permit sticker fees are dependent upon the size of the vehicle. Contractors who do not obtain a permit or who provide false information will not be allowed to enter the area. Punch cards for occasional disposal of up to 10 yards (one-yard increments) of yard waste or for dumping brush from one inch to three inches in diameter are available for a fee as established by the Select Board.
- (3) Composted product available to residents. At the Hartwell Avenue Composting &

~~Recycling Facility, yard waste is composted, mixed with peat and loam, and used in park, cemetery, recreation and highway projects. C~~Finished compost is also available in small amounts for home use at little or no cost to residents. Bring your own container.

**§ 181-65. Rules for dDisposal of Christmas trees. [Amended 7-10-2023]**

~~Trees cannot be discarded in landfills or incinerators.~~ Residents may dispose of Christmas trees the first two full weeks after December 25th~~for the first two weeks of January~~ by placing them curbside with their ~~other waste~~regular trash for collection ~~and incineration~~. ~~RPIf reeyeling, please remove~~ all foreign objects from trees: ornaments, tinsel, nails, wire, tacks, plastic bags, twine or rope. These items are dangerous to employees and equipment when trees are being chipped. No wreaths or roping may be recycled.

**§ 181-66. Rules for dDisposal of organic/food wasteComposting bins. [Amended 7-10-2023]**

Residents are encouraged to separate their organic/food waste to be composted. See [lexingtonma.gov/compost](http://lexingtonma.gov/compost) for compost program options.

- ~~A. Lexington has received a state grant from the Department of Environmental Protection to distribute home composting bins at a fee established by the Select Board. Purchase bins at the DPW at 201 Bedford Street and then pick them up at the Hartwell Avenue Composting & Reeyeling Facility~~
- ~~B. Curbside collection.~~
- ~~C. Dropoff.~~

**§ 181-67. Rules for dDisposal of Mattresses and Box Springs.**

Mattresses and box springs cannot be discarded in landfills or incinerators. Residents can schedule a curbside collection online. See the Town website for more details.

**§ 181-68. Rules for dDisposal of Textiles.**

Textiles cannot be discarded in landfills or incinerators. Residents can schedule a curbside collection online, or drop textiles off in collection bins located throughout town. See the Town website for more details.

**§ 181-69. (Reserved)<sup>1</sup>**

1. Editor's Note: Former § 181-67, Questions or suggestions, was deleted pursuant to the regulations adopted by the Select Board on 7-10-2023.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Update: Community Choice Low-Income Discount from Solar Partnership

### **PRESENTER:**

Maggie Peard, Sustainability and  
Resiliency Officer

### **ITEM NUMBER:**

I.3

### **SUMMARY:**

#### **Category: Informing**

Maggie Peard and Peregrine Energy Group will provide an update to the Board regarding a Community Choice Low-Income Community Solar program.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

7:20pm

### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Lexington Community Choice and Low Income Community Solar	Backup Material



# Low-income community solar

## for Lexington's Community Choice Program

June 23, 2025

# Background

## Lexington's Community Choice Program

- Lexington's electricity aggregation program.
- Providing clean, competitively-priced electricity to Lexington residents and businesses since 2017.

## Low-income community solar

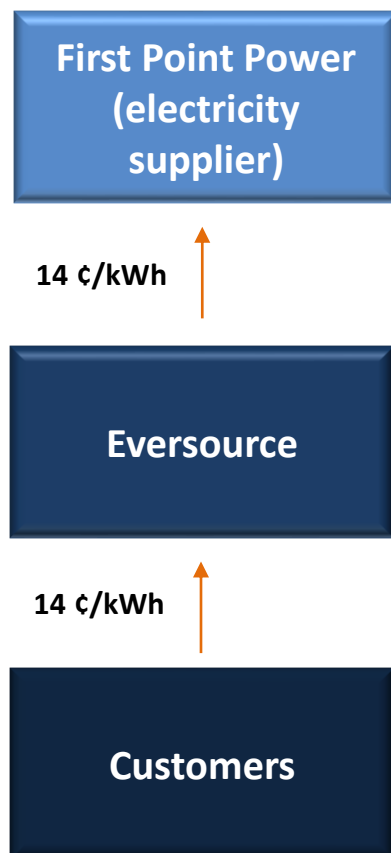
- A mechanism for delivering the benefits of solar to low-income customers.
- Solar developers are eligible for a larger solar incentive (\$) if they promise to deliver a portion of those funds to low-income customers.
- Very few projects have been implemented because the mechanism for delivering funds to customers has been very cumbersome and expensive.

## Lexington's Community Choice Program + Low-income community solar

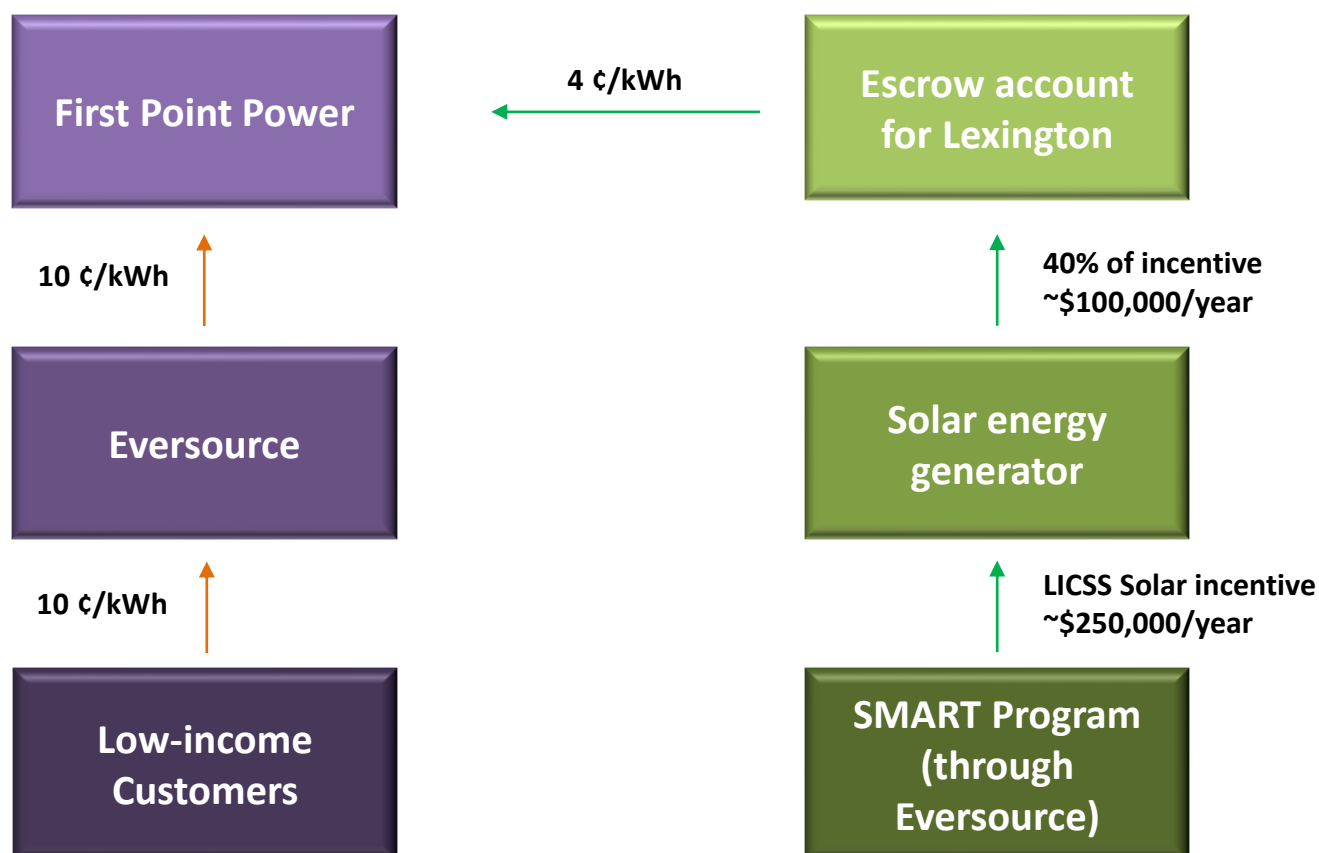
- Deliver solar benefits through Lexington's Community Choice Program.
- A much simpler delivery mechanism, recently approved by the state.

# How would the funds flow?

## Today



## With Low-Income Community Solar



# Next Steps

Lexington and solar developer finalize agreement

## Regulatory approvals

- Solar developer obtains preliminary approval from Department of Energy Resources
- Town obtains approval from Department of Public Utilities
- Solar developer obtains final approval from Department of Energy Resources

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Update: Capital Projects & Solar Canopy Integration Policy (CSIP)

### **PRESENTER:**

Maggie Peard, Sustainability and  
Resilience Officer

### **ITEM NUMBER:**

I.4

### **SUMMARY:**

#### **Category: Informing**

The proposed Capital Projects & Solar Canopy Integration Policy (CSIP) seeks to cement a process for integrating the evaluation, design, and installation of solar canopies into Lexington's non-building capital projects. It does not seek to be an exhaustive solar policy for the Town, rather it solidifies a workflow to both maximize solar on feasible capital projects (e.g. parking lots) and reduce delays to the underlying capital project. The policy has been reviewed by the Department of Public Facilities, the Department of Public Works, the Recreation Department, the Recreation Committee, the Sustainable Lexington Committee, and the Capital Expenditures Committee.

Maggie Peard will present the draft policy for an initial discussion with the board. No vote is needed at this meeting.

### **SUGGESTED MOTION:**

No vote needed at this time.



### **FOLLOW-UP:**

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

7:30pm

**ATTACHMENTS:**

Description		Type
	DRAFT Capital Solar Integration Policy	Backup Material
	Attachment A Lex Solar Screening	Backup Material

## **Capital Projects & Solar Canopy Integration Policy (CSIP)**

**A policy to integrate the evaluation and installation of solar canopies into Lexington's non-building capital projects**

### **1. Purpose of Policy**

- 1.1. To maximize the installation of onsite renewable energy on Town properties by installing solar canopies, while taking into account the intended use and physical constraints of the site.
- 1.2. To integrate solar installation planning and funding requests into the capital budgeting process to ensure that needed information is available at appropriate stages of the process.
- 1.3. To provide guidance on the types of sites, surfaces, and applications where solar canopies are appropriate.
- 1.4. To deliver emission reductions, financial savings, and health benefits.

### **2. Policy Scope**

- 2.1. The policy applies to all Town-funded capital projects (including projects using CPA funds, revolving funds, enterprise funds, grants, and donations) with the following exceptions:
  - 2.1.1. Building projects. The installation of solar canopies as part of a new construction building project (e.g., solar canopies on a parking lot for a new building) is addressed in the Town's Integrated Building Design & Construction Policy. The installation of solar on existing buildings is covered by Lexington's Municipal Decarbonization Roadmap.
  - 2.1.2. Underground utility work (e.g., sanitary sewer, water, stormwater). [Note: the design of underground utility work should consider the potential for future solar canopy installations and locate the utilities so that they do not preclude future solar canopy installations.]
  - 2.1.3. Sidewalks adjacent to roadways.
  - 2.1.4. Minor preservation/maintenance projects (e.g. sealing cracks or patching parking lots or roadways)
- 2.2. The primary focus of the policy is solar canopies over hardscapes (e.g., parking lots, walkways, recreational areas, etc.). Solar canopies over green space may also be considered on sites where the structure would not affect intended use of the site or the local vegetation.
- 2.3. If a capital project is deemed unquestioningly incompatible with solar, the Sustainability & Resilience Officer and the Town Department bringing forward the capital project can exempt the project from the requirements set forth in this policy during the sustainability review of all capital projects.

**3. Overview**

- 3.1. For relevant projects, the policy outlines the following steps to be taken during the capital planning and capital project budgeting process:

- 3.1.1. An initial solar feasibility assessment
- 3.1.2. A solar design funding request
- 3.1.3. A solar construction funding request

Projects failing to meet defined criteria in the steps outlined in the first or second bullets above are not required to complete the step(s) outlined in the subsequent bullet(s).

- 3.2. Projects within the scope of this policy are typically funded through two rounds of capital requests: an initial request for design funding and, if approved, a second request for construction funding. Individual projects may vary from this approach. If a project utilizes a single capital request that includes both design and construction, all requirements defined in this policy for accompanying solar canopy projects should be addressed in a single request.

**4. Initial Solar Feasibility Study**

- 4.1. For any capital project included under the scope of this policy, the Town shall complete an initial solar feasibility study of the affected site, before requesting project funding, to identify the solar canopy potential for each site.
- 4.2. The initial solar feasibility study should exclude areas that are more than 50% shaded, and areas that would prevent the use of the site as intended.
- 4.3. The initial solar feasibility study should include estimates of the following:
  - 4.3.1. The expected location and physical size of the solar canopy/canopies (square feet)
  - 4.3.2. The expected installed capacity (kW)
  - 4.3.3. The expected solar production (kWh/kW), assuming the use of solar panels that are readily available to municipal customers
  - 4.3.4. A return on investment analysis generated using the Lexington Solar Screening Tool (Attachment A)
- 4.4. The results of the studies will provide a resource for staff when developing funding requests for the capital project.

**5. Design Funding Requests**

- 5.1. A funding request for the design of solar canopies should be made alongside or integrated into the primary capital project design funding request if the following minimum requirements are met:



## **DRAFT**

- 5.1.1. Solar canopies would not prevent the site from being used for its intended use.
- 5.1.2. For solar canopies over green space, the canopies would not have a detrimental negative impact on the local vegetation.
- 5.1.3. The initial solar feasibility study indicates that expected solar production would be at least 900 kWh/kW and there is potential for at least 400 square feet of canopy (or approximately a 20-year payback period).
- 5.2. The request for design funding for any capital project included under the scope of this policy shall include, at a minimum:
  - 5.2.1. A statement indicating whether solar canopies are being considered as part of the project
  - 5.2.2. For projects not considering solar canopies, a justification of why not (see Section 5.1 for potential justifications for exclusion)
  - 5.2.3. For projects considering solar canopies, the results from the initial solar feasibility study (see section 4.3)
- 5.3. The request for design funding can include the cost of the solar canopy design as an independent line item or can reference a separate design funding request that includes the cost for the solar canopy design.
- 5.4. The request shall identify whether the funding will be requested from tax levy, CPC funding, or another source.
- 5.5. For approved design projects, the design shall be developed in consultation with the department with responsibility for the site. The results of the solar canopy design shall include the following, at a minimum:
  - 5.5.1. Estimates for the construction cost of the solar canopy and electrical service required for interconnection, the annual energy production (kWh), the useful life of the solar canopy, and the annual and total revenue that will be generated by the system, and the estimated payback period.
  - 5.5.2. Estimates for the maintenance cost of the solar canopy over its useful life and the identification of the department that will be responsible for maintenance.
  - 5.5.3. For solar canopies that will be integrated into other systems (e.g., battery storage, EV chargers, buildings, etc.), the estimates shall also include the costs for integrating into those systems and the additional benefits (e.g., cost reduction) associated with adding solar energy generation to the overall system.
  - 5.5.4. Renderings of the finished project to show the planned location of the solar canopy and the design of the structure.

## **DRAFT**

- 5.5.5. A shade study to show the impact of shade caused by the solar canopy on the immediate area.
- 5.5.6. Approval of the design by the Fire Department to ensure access for emergency services.
- 5.5.7. Approval of the design by the Department of Public Works to ensure feasibility of snow removal services and utility access (e.g., sewer, water, stormwater).
- 5.5.8. For projects in the Historic District, the design shall be developed in consultation with the Historic Districts Commission and receive their Certificate of Appropriateness (COFA) prior to requesting construction funding.
- 5.5.9. An assessment by the department responsible for the site of the impact of the solar canopies on the intended use of the site, showing that the solar canopy does not prevent the site from functioning as intended.
- 5.5.10. For solar canopies over green space, an assessment by Public Grounds that the canopy does not have a significant negative impact on the local vegetation.
- 5.5.11. An evaluation of other impacts of the solar canopies, including but not limited to, loss of parking and open sky benefits.

## **6. Construction Funding Requests**

- 6.1. For projects that include solar canopies in the request for design funding, the request for construction funding shall include, at a minimum:
  - 6.1.1. If the project team determines that a solar canopy is not viable for the project, the request for construction funding shall include all results of the solar canopy design effort and a justification for why the opportunity identified in the request for design funding is not considered viable.
  - 6.1.2. If the decision is to install solar canopies, the request for construction funding shall include:

## **DRAFT**

- 6.1.2.1. A life cycle cost assessment of the solar canopy generated using the Lexington Solar Screening Tool (Attachment A), using refined inputs gathered from the design process.
- 6.1.2.2. Estimates for the capital costs for the solar canopies, separate from the overall project.
- 6.1.2.3. The results of the design effort as described in Section 5.5.

## **7. Responsibilities**

- 7.1. The Select Board (SB) is responsible for adopting this policy.
- 7.2. The Director of Public Works, Town Engineer, Director of Public Facilities, and the Sustainability & Resilience Officer are responsible for adherence to this policy, under coordination from the Town Manager. Other affected departments (e.g., Recreation, Lexington Public Schools, Conservation, Planning) shall be consulted, as appropriate, to ensure policy requirements are met.
- 7.3. The Sustainability & Resilience Officer is responsible for reviewing Capital Improvement Project (CIP) requests to ensure that opportunities to implement solar projects and other sustainable initiatives are appropriately considered and to support efforts to evaluate those opportunities.

## **8. Policy Revisions and Updates**

- 8.1. No changes to the policy may be made without the formal approval of the Select Board.
- 8.2. This policy shall be reviewed by the Department of Public Works, the Department of Public Facilities, and the Sustainability & Resilience Officer for approval by the Select Board every three years or sooner as required to reflect current, best practices. Other impacted stakeholders, including but not limited to the Town Departments responsible for facilities and land, shall be consulted during review.

# Town of Lexington Solar Screening Tool

## Cash Model

		Year	Solar Production (kWh)	Net Meter Credit Rate (\$/kWh)
250	System Size (kW DC)	0		
\$5.00	System Cost (\$/Watt DC)	1	291,667	\$0.263
\$1,250,000	System Cost (\$)	2	290,208	\$0.271
		3	288,757	\$0.279
1,167	Production Factor (kWh/kW)	4	287,314	\$0.287
		5	285,877	\$0.296
\$0.263	Net Meter Credit Rate (\$/kWh)	6	284,448	\$0.305
3.0%	Utility Escalation Rate (%)	7	283,025	\$0.314
		8	281,610	\$0.323
		9	280,202	\$0.333
\$0.035	Mass Class I REC (\$/kWh)	10	278,801	\$0.343
\$0.005	SMART Incentive (\$/kWh)	11	277,407	\$0.353
\$0.035	Max SMART or REC (\$/kWh)	12	276,020	\$0.364
		13	274,640	\$0.375
		14	273,267	\$0.386
\$7.50	Solar O&M (\$/kW)	15	271,901	\$0.398
\$2.50	Solar Insurance (\$/kW)	16	270,541	\$0.410
		17	269,188	\$0.422
30%	IRA Incentive (%)	18	267,842	\$0.434
		19	266,503	\$0.448
20	Bond Term (Years)	20	265,171	\$0.461
4.0%	Bond Interest Rate (%)	21	263,845	\$0.475
4.0%	Inflation Rate (%)	22	262,526	\$0.489
		23	261,213	\$0.504
		24	259,907	\$0.519
		25	258,607	\$0.534
		26	257,314	\$0.550
		27	256,028	\$0.567
		28	254,748	\$0.584
		29	253,474	\$0.601
		30	252,206	\$0.619
		Total		

\$0.07871	Distribution Energy Charge (\$/kWh)	
(\$0.00095)	Transition Energy Charge (\$/kWh)	
\$0.04134	Transmission Energy Charge (\$/kWh)	
(\$0.00064)	Revenue Decoupling Charge (\$/kWh)	
\$0.00324	Distributed Solar Charge (\$/kWh)	
\$0.01197	Net Metering Recovery Surcharge (\$/kWh)	
(\$0.00563)	Energy Efficiency Charge (\$/kWh)	
\$0.00050	Renewable Energy Charge (\$/kWh)	
\$0.00103	Electric Vehicle Program Charge (\$/kWh)	
\$0.14378	Average Basic Service Charge (\$/kWh)	\$0.15677 Basic Service Charge
\$0.27335	Total Energy Usage Charge (\$/kWh)	

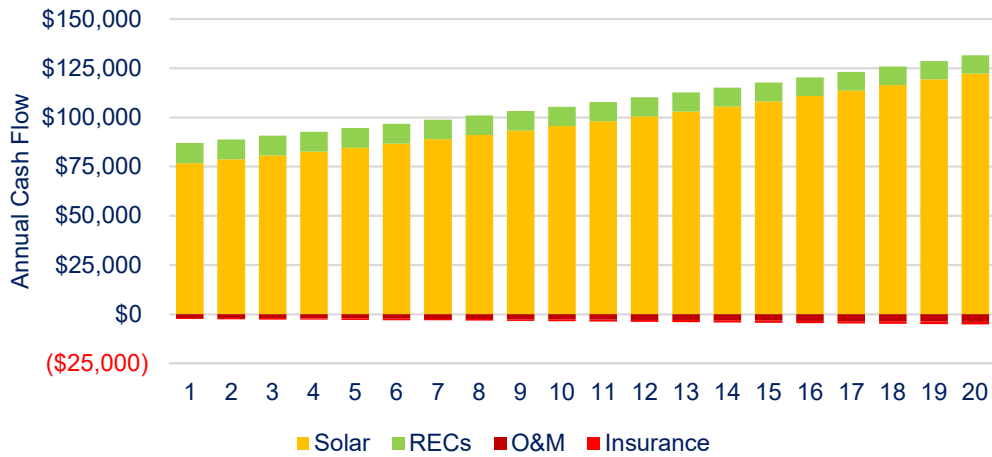
\$0.26288 Net Metering Credit Rate (\$/kWh)

Solar Production Revenue (\$)	SMART or Mass Class I REC Solar Revenue (\$)	O&M (\$)	Insurance (\$)	Cash Flow (\$)	Cumulative Cash Flow (\$)	Payback Calculator (Years)
					(\$1,250,000)	
\$76,672	\$10,208	(\$1,875)	(\$625)	\$459,380	(\$790,620)	0.0
\$78,577	\$10,157	(\$1,950)	(\$650)	\$86,134	(\$704,485)	0.0
\$80,530	\$10,107	(\$2,028)	(\$676)	\$87,932	(\$616,553)	0.0
\$82,531	\$10,056	(\$2,109)	(\$703)	\$89,775	(\$526,778)	0.0
\$84,582	\$10,006	(\$2,193)	(\$731)	\$91,663	(\$435,115)	0.0
\$86,684	\$9,956	(\$2,281)	(\$760)	\$93,598	(\$341,517)	0.0
\$88,838	\$9,906	(\$2,372)	(\$791)	\$95,580	(\$245,937)	0.0
\$91,045	\$9,856	(\$2,467)	(\$822)	\$97,612	(\$148,325)	0.0
\$93,308	\$9,807	(\$2,566)	(\$855)	\$99,694	(\$48,631)	0.0
\$95,627	\$9,758	(\$2,669)	(\$890)	\$101,826	\$53,195	9.5
\$98,003	\$9,709	(\$2,775)	(\$925)	\$104,012	\$157,207	0.0
\$100,438	\$9,661	(\$2,886)	(\$962)	\$106,250	\$263,457	0.0
\$102,934	\$9,612	(\$3,002)	(\$1,001)	\$108,544	\$372,001	0.0
\$105,492	\$9,564	(\$3,122)	(\$1,041)	\$110,894	\$482,895	0.0
\$108,114	\$9,517	(\$3,247)	(\$1,082)	\$113,301	\$596,196	0.0
\$110,800	\$9,469	(\$3,377)	(\$1,126)	\$115,767	\$711,963	0.0
\$113,554	\$9,422	(\$3,512)	(\$1,171)	\$118,293	\$830,256	0.0
\$116,375	\$9,374	(\$3,652)	(\$1,217)	\$120,880	\$951,136	0.0
\$119,267	\$9,328	(\$3,798)	(\$1,266)	\$123,530	\$1,074,666	0.0
\$122,231	\$9,281	(\$3,950)	(\$1,317)	\$126,245	\$1,200,911	0.0
\$125,269	\$9,235	(\$4,108)	(\$1,369)	\$129,025	\$1,329,937	0.0
\$128,382	\$9,188	(\$4,273)	(\$1,424)	\$131,873	\$1,461,810	0.0
\$131,572	\$9,142	(\$4,444)	(\$1,481)	\$134,789	\$1,596,599	0.0
\$134,841	\$9,097	(\$4,621)	(\$1,540)	\$137,776	\$1,734,376	0.0
\$138,192	\$9,051	(\$4,806)	(\$1,602)	\$140,835	\$1,875,211	0.0
\$141,626	\$9,006	(\$4,998)	(\$1,666)	\$143,968	\$2,019,178	0.0
\$145,146	\$8,961	(\$5,198)	(\$1,733)	\$147,175	\$2,166,354	0.0
\$148,753	\$8,916	(\$5,406)	(\$1,802)	\$150,460	\$2,316,814	0.0
\$152,449	\$8,872	(\$5,623)	(\$1,874)	\$153,824	\$2,470,638	0.0
\$156,237	\$8,827	(\$5,847)	(\$1,949)	\$157,268	\$2,627,906	0.0
\$3,358,069	\$285,049	(\$105,159)	(\$35,053)	\$3,877,906		

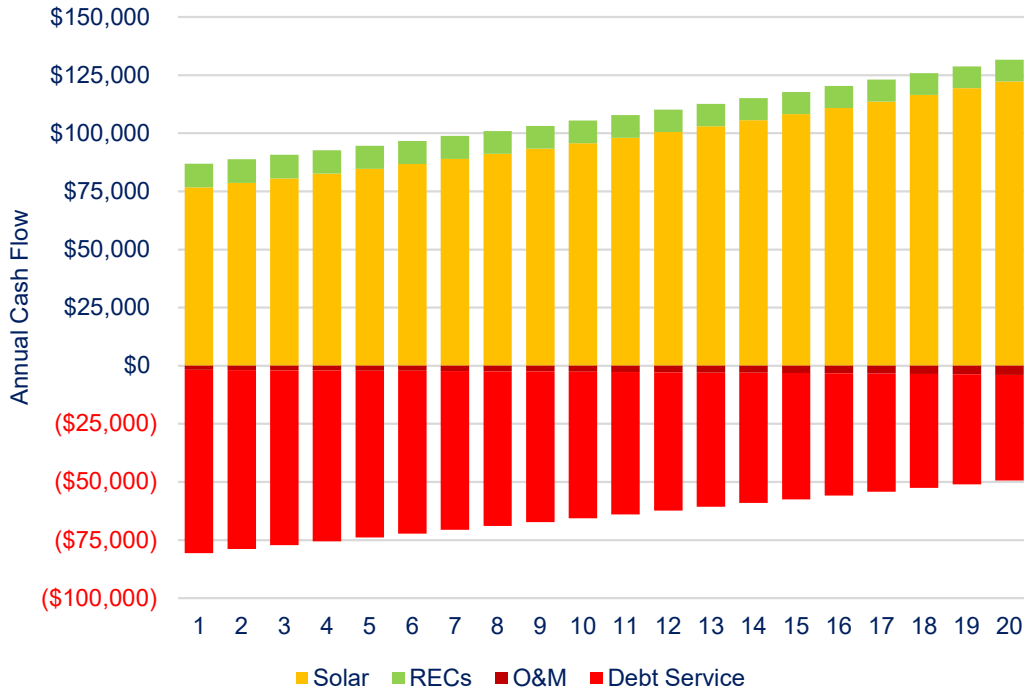
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(Aug - Jan)      \$0.13078      Basic Service (Feb - Jul)

### Solar Cash Flow - Cash Capital



### Solar Canopy Cash Flow - Bond







# Bond Model

Year	Solar Production (kWh)	Net Meter Credit Rate (\$/kWh)	Solar Production Revenue (\$)	SMART or Mass Class I REC Solar Revenue (\$)		Insurance (\$)
					O&M (\$)	
0						
1	291,667	\$0.263	\$76,672	\$10,208	(\$1,875)	(\$625)
2	290,208	\$0.271	\$78,577	\$10,157	(\$1,950)	(\$650)
3	288,757	\$0.279	\$80,530	\$10,107	(\$2,028)	(\$676)
4	287,314	\$0.287	\$82,531	\$10,056	(\$2,109)	(\$703)
5	285,877	\$0.296	\$84,582	\$10,006	(\$2,193)	(\$731)
6	284,448	\$0.305	\$86,684	\$9,956	(\$2,281)	(\$760)
7	283,025	\$0.314	\$88,838	\$9,906	(\$2,372)	(\$791)
8	281,610	\$0.323	\$91,045	\$9,856	(\$2,467)	(\$822)
9	280,202	\$0.333	\$93,308	\$9,807	(\$2,566)	(\$855)
10	278,801	\$0.343	\$95,627	\$9,758	(\$2,669)	(\$890)
11	277,407	\$0.353	\$98,003	\$9,709	(\$2,775)	(\$925)
12	276,020	\$0.364	\$100,438	\$9,661	(\$2,886)	(\$962)
13	274,640	\$0.375	\$102,934	\$9,612	(\$3,002)	(\$1,001)
14	273,267	\$0.386	\$105,492	\$9,564	(\$3,122)	(\$1,041)
15	271,901	\$0.398	\$108,114	\$9,517	(\$3,247)	(\$1,082)
16	270,541	\$0.410	\$110,800	\$9,469	(\$3,377)	(\$1,126)
17	269,188	\$0.422	\$113,554	\$9,422	(\$3,512)	(\$1,171)
18	267,842	\$0.434	\$116,375	\$9,374	(\$3,652)	(\$1,217)
19	266,503	\$0.448	\$119,267	\$9,328	(\$3,798)	(\$1,266)
20	265,171	\$0.461	\$122,231	\$9,281	(\$3,950)	(\$1,317)
21	263,845	\$0.475	\$125,269	\$9,235	(\$4,108)	(\$1,369)
22	262,526	\$0.489	\$128,382	\$9,188	(\$4,273)	(\$1,424)
23	261,213	\$0.504	\$131,572	\$9,142	(\$4,444)	(\$1,481)
24	259,907	\$0.519	\$134,841	\$9,097	(\$4,621)	(\$1,540)
25	258,607	\$0.534	\$138,192	\$9,051	(\$4,806)	(\$1,602)
26	257,314	\$0.550	\$141,626	\$9,006	(\$4,998)	(\$1,666)
27	256,028	\$0.567	\$145,146	\$8,961	(\$5,198)	(\$1,733)
28	254,748	\$0.584	\$148,753	\$8,916	(\$5,406)	(\$1,802)
29	253,474	\$0.601	\$152,449	\$8,872	(\$5,623)	(\$1,874)
30	252,206	\$0.619	\$156,237	\$8,827	(\$5,847)	(\$1,949)
Total			\$3,358,069	\$285,049	(\$105,159)	(\$35,053)



Bond Amount \$875,000  
Annual Princi \$43,750

Debt Service (\$)	Cash Flow (\$)	Cumulative Cash Flow (\$)	Payback Calculator (Years)	Year	Balance
				0	
(\$78,750)	\$5,630	\$5,630	0.0	1	\$875,000
(\$77,000)	\$9,134	\$14,765	0.0	2	\$831,250
(\$75,250)	\$12,682	\$27,447	0.0	3	\$787,500
(\$73,500)	\$16,275	\$43,722	0.0	4	\$743,750
(\$71,750)	\$19,913	\$63,635	0.0	5	\$700,000
(\$70,000)	\$23,598	\$87,233	0.0	6	\$656,250
(\$68,250)	\$27,330	\$114,563	0.0	7	\$612,500
(\$66,500)	\$31,112	\$145,675	0.0	8	\$568,750
(\$64,750)	\$34,944	\$180,619	0.0	9	\$525,000
(\$63,000)	\$38,826	\$219,445	0.0	10	\$481,250
(\$61,250)	\$42,762	\$262,207	0.0	11	\$437,500
(\$59,500)	\$46,750	\$308,957	0.0	12	\$393,750
(\$57,750)	\$50,794	\$359,751	0.0	13	\$350,000
(\$56,000)	\$54,894	\$414,645	0.0	14	\$306,250
(\$54,250)	\$59,051	\$473,696	0.0	15	\$262,500
(\$52,500)	\$63,267	\$536,963	0.0	16	\$218,750
(\$50,750)	\$67,543	\$604,506	0.0	17	\$175,000
(\$49,000)	\$71,880	\$676,386	0.0	18	\$131,250
(\$47,250)	\$76,280	\$752,666	0.0	19	\$87,500
(\$45,500)	\$80,745	\$833,411	0.0	20	\$43,750
\$0	\$129,025	\$962,437	0.0	21	\$0
\$0	\$131,873	\$1,094,310	0.0	22	\$0
\$0	\$134,789	\$1,229,099	0.0	23	\$0
\$0	\$137,776	\$1,366,876	0.0	24	\$0
\$0	\$140,835	\$1,507,711	0.0	25	\$0
\$0	\$143,968	\$1,651,678	0.0	26	\$0
\$0	\$147,175	\$1,798,854	0.0	27	\$0
\$0	\$150,460	\$1,949,314	0.0	28	\$0
\$0	\$153,824	\$2,103,138	0.0	29	\$0
\$0	\$157,268	\$2,260,406	0.0	30	\$0
(\$1,242,500)	\$2,260,406			Total	



Principal	Interest	Debt Service
\$43,750	\$35,000	\$78,750
\$43,750	\$33,250	\$77,000
\$43,750	\$31,500	\$75,250
\$43,750	\$29,750	\$73,500
\$43,750	\$28,000	\$71,750
\$43,750	\$26,250	\$70,000
\$43,750	\$24,500	\$68,250
\$43,750	\$22,750	\$66,500
\$43,750	\$21,000	\$64,750
\$43,750	\$19,250	\$63,000
\$43,750	\$17,500	\$61,250
\$43,750	\$15,750	\$59,500
\$43,750	\$14,000	\$57,750
\$43,750	\$12,250	\$56,000
\$43,750	\$10,500	\$54,250
\$43,750	\$8,750	\$52,500
\$43,750	\$7,000	\$50,750
\$43,750	\$5,250	\$49,000
\$43,750	\$3,500	\$47,250
\$43,750	\$1,750	\$45,500
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$875,000	\$367,500	\$1,242,500

## SMART Compensation Assumptions

8 Block	\$0.19162 Base Compensation Rate
Canopy Location	\$0.06000 Location Adder
1 Tranche	\$0.03261 Off-taker Adder
	\$0.28423 Total Compensation Rate (\$/kWh)
80% AC:DC Conversion %	\$0.27974 Value of Energy
200 System Size	\$0.00449 SMART Incentive Rate (\$/kWh)

## Summary of Behind-the-Meter Base

Electric Distribution Company	Generation Unit Capacity	Base Compensation Rate Factor	Term Length	Block 1	Block 2	Block 3
Eversource East d/b/a Eversource Energy <sup>68</sup>	Low income less than or equal to 25 kW AC	230%	10-year	\$0.39100	\$0.37536	\$0.36035
	Less than or equal to 25 kW AC	200%	10-year	\$0.34000	\$0.32640	\$0.31334
	Greater than 25 kW AC to 250 kW AC	150%	20-year	\$0.25500	\$0.24480	\$0.23501
	Greater than 250 kW AC to 500 kW AC	125%	20-year	\$0.21250	\$0.20400	\$0.19584
	Greater than 500 kW AC to 1,000 kW AC	110%	20-year	\$0.18700	\$0.17952	\$0.17234
	Greater than 1,000 kW AC to 5,000 kW AC	100%	20-year	\$0.17000	\$0.16320	\$0.15667

Eversource

Service Area	Rate Class	3- Year Basic Service Average	Volumetric Delivery Charges			Value of Energy (Net Metered)
			Transmission	Distribution	Transition	
		(a)	(b)	(c)	(d)	(e) = (a) + (b) + (c) + (d)
All Eastern Massachusetts Territories	R-1 <sup>1</sup>	\$0.18119	\$0.04052	\$0.07826	-\$0.00037	\$0.29960
	R-2 <sup>2</sup>	\$0.18119	\$0.04052	\$0.07826	-\$0.00037	\$0.29960
	R-3 <sup>3</sup>	\$0.18119	\$0.04052	\$0.07213	-\$0.00037	\$0.29347
	R-4 <sup>4</sup>	\$0.18119	\$0.04052	\$0.07213	-\$0.00037	\$0.29347
Greater Boston	G-1ND (A9/B1)	\$0.18034	\$0.03364	\$0.06613	-\$0.00037	\$0.27974
	G-1D (B2/C8/F8)	\$0.18034	\$0.00000	\$0.02579	-\$0.00037	\$0.20576
	G-2 (B0/B7)	\$0.19314	\$0.00000	\$0.00937	-\$0.00037	\$0.20214
	G-2 (B0/G8)	\$0.19322	\$0.00000	\$0.00937	-\$0.00037	\$0.20222
	G-3 (B3)	\$0.19314	\$0.00000	\$0.00510	-\$0.00037	\$0.19787
	G-3 (G6)	\$0.19322	\$0.00000	\$0.00510	-\$0.00037	\$0.19795
	T-1 (B5)	\$0.18034	\$0.03402	\$0.06612	-\$0.00037	\$0.28011

## Summary of Compete

Adder Type <sup>1</sup>	Generation Unit Type					
		Adder Tranche 1 (80 MW)	Adder Tranche 2 (80 MW)	Adder Tranche 3 (80 MW)	Adder Tranche 4 (80 MW)	Adder Tranche 5 (80 MW)
Location Based	Building Mounted					
	Floating Solar Tariff					
	Solar Tariff Generation					
	Solar Tariff Generation					
	Canopy Solar Tariff					
	Agricultural Solar					
Off-taker Based	Low Income Production	\$0.03000	\$0.02880	\$0.02765	\$0.02654	\$0.02548
	Low Income Consumption	\$0.06000	\$0.05760	\$0.05530	\$0.05308	\$0.05096
	Public Entity Solar	\$0.04000	\$0.03840	\$0.03686	\$0.03539	\$0.03397



	Low	Mid	High
Mass Class I F	\$0.03500	\$0.03500	\$0.03500

<https://app.massaca.org/al>  
<https://masmartsolareverse>  
<https://www.mass.gov/doc>

\$0.03500    \$0.03500    \$0.03500    Higher of Mass Class I RECs or SMART

## **e Compensation Rates by Service Territory, Generation Unit Cap**

Block 4	Block 5	Block 6	Block 7	Block 8	Block 9	Block 10
\$0.34593	\$0.33209	\$0.31881	\$0.30606	\$0.29382	\$0.28794	\$0.28218
\$0.30081	\$0.28878	\$0.27723	\$0.26614	\$0.25549	\$0.25038	\$0.24537
\$0.22561	\$0.21658	\$0.20792	\$0.19960	\$0.19162	\$0.18779	\$0.18403
\$0.18801	\$0.18049	\$0.17327	\$0.16634	\$0.15968	\$0.15649	\$0.15336
\$0.16545	\$0.15883	\$0.15247	\$0.14638	\$0.14052	\$0.13771	\$0.13496
\$0.15041	\$0.14439	\$0.13861	\$0.13307	\$0.12775	\$0.12519	\$0.12269

Value of Energy (AOBC & non-net metered)
(e) = ((a) + (b) + (c) + (d)) * 0.65 + ((a) ) * 0.35)
\$0.25815
\$0.25815
\$0.25417
\$0.25417
\$0.24495
\$0.19686
\$0.19899
\$0.19907
\$0.19621
\$0.19629
\$0.24519

## ensation Rate Adder Values by Type and Adder Tranche

Adder Tranche and Value (\$/kWh) <sup>2</sup>						
Adder Tranche 6 (80 MW)	Adder Tranche 7 (80 MW)	Adder Tranche 8 (80 MW)	Adder Tranche 9 (80 MW)	Adder Tranche 10 (80 MW)	Adder Tranche 11 (80 MW)	Adder Tranche 12 (80 MW)
		\$0.01920				
		\$0.03000				
		\$0.03000				
		\$0.04000				
		\$0.06000				
		\$0.06000				
\$0.02446	\$0.02348	\$0.02254	\$0.02164	\$0.02078	\$0.01994	\$0.01915
\$0.04892	\$0.04697	\$0.04509	\$0.04328	\$0.04155	\$0.03989	\$0.03829
\$0.03261	\$0.03131	\$0.03006	\$0.02886	\$0.02770	\$0.02659	\$0.02553

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/2025-btm-value-of-energy-workbook-estimated/download

Capacity, and Capacity Block<sup>9</sup>

						3
Block 11	Block 12	Block 13	Block 14	Block 15	Block 16	Category
\$0.27654	\$0.27101	\$0.26559	\$0.26027	\$0.25507	\$0.24997	1
\$0.24047	\$0.23566	\$0.23094	\$0.22633	\$0.22180	\$0.21736	2
\$0.18035	\$0.17674	\$0.17321	\$0.16974	\$0.16635	\$0.16302	3
\$0.15029	\$0.14729	\$0.14434	\$0.14145	\$0.13862	\$0.13585	4
\$0.13226	\$0.12961	\$0.12702	\$0.12448	\$0.12199	\$0.11955	5
\$0.12023	\$0.11783	\$0.11547	\$0.11316	\$0.11090	\$0.10868	6

Adder Tranche 13 (80 MW)	Adder Tranche 14 (80 MW)	Adder Tranche 15 (80 MW)	Adder Tranche 16 (80 MW)
\$0.01838	\$0.01765	\$0.01694	\$0.01626
\$0.03676	\$0.03529	\$0.03388	\$0.03253
\$0.02451	\$0.02353	\$0.02259	\$0.02168

System Size Category

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Update: Plan of Action for Potential Amendments to the Battle Green Use Policy

### **PRESENTER:**

Joe Pato, Select Board Member

### **ITEM NUMBER:**

I.5

### **SUMMARY:**

#### **Category: Informing**

**Goal:** Revise regulations for preserving public safety on and protection of the Battle Green without compromising opportunity for spontaneous public expression.

**Process Tasks** - Undertaken by Select Board Member Pato with assistance from Member Hai:

- Discussion with LPD and DPW on safety and maintenance challenges driving need for clarity on group use
- Small group and individual discussions modeled on Police Station Construction outreach
- Draft proposed regulation changes to Chapter 187, Article 9 - Town of Lexington, MA Use of Battle Green <https://ecode360.com/15335072>

Followed by Select Board review of proposed changes with public feedback at a Select Board meeting this summer.

### **SUGGESTED MOTION:**

N/A

### **FOLLOW-UP:**

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

7:45pm



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Request for Approval: Lexington Council for the Arts' Request to Paint Additional Town-Owned Utility Box

### **PRESENTER:**

Alix Fox and Claudia Lach, Co-Chairs Lexington Council for the Arts

### **ITEM NUMBER:**

I.6

### **SUMMARY:**

#### **Category: Decision-making**

The Lexington Council for the Arts respectfully requests to paint a town-owned utility box located at Lincoln Park. They have already discussed this request with Melissa Battie, Recreation Department Director.

### **SUGGESTED MOTION:**

Move to (approve) the request from the Lexington Council for the Arts to paint the Lincoln Park Utility Box, with the condition that the painting can only commence after the October 30, 2025 Utility Box Warranty expiration date.

### **FOLLOW-UP:**

Lexington Council for the Arts

### **DATE AND APPROXIMATE TIME ON AGENDA:**

6/23/2025

7:55pm

### **ATTACHMENTS:**

Description

Type

❏ Request Memo to paint utility box

Backup Material



June 18, 2025

**To:** Lexington Select Board

**From:** Lexington Council for the Arts  
Alix Fox and Claudia Lach, Co-Chairs

**Subject:** Approval to Paint Additional Town-Owned Utility Box at Lincoln Field

### **Proposed Project**

The Lexington Council for the Arts proposes to paint the large new utility box that was recently installed at Lincoln Park (see photo below, left). In 2021, the LCA led a project to paint three large boxes at Lexington recreation facilities - two at the Center Recreation Complex, and one at Lincoln Park (see photo below, right). We are excited to add another work of art to one of Lexington's recreation areas.

The painted utility boxes have proven to be popular with residents, enhancing the appearance of our recreation areas and bringing the joy of art into everyday spaces that are heavily visited. The LCA is committed to sponsoring public art projects and cultural events that bring residents together and benefit our community as a whole.



New utility box, proposed for painting



Box currently at Lincoln Field, painted in 2021

### **Artist Selection & Design**

This project would be managed in the same manner as the 2021 project. The LCA will engage a public art curator/project manager who will send out a call for art submissions, with a goal of reaching interested experienced artists. The design themes will be developed through consultation with the

Recreation Committee and the Recreation Department. Possible themes could include sports-related subjects or representations of local nature.

Artists will be asked to submit a design related to those themes, along with examples of past painted work. Designs must contain no advertising other than the artist's signature and website address.

Submitted designs will be reviewed by the LCA, with top selections submitted to a jury composed of an Arts Council representative, a Recreation Department representative, and the project curator. One factor in artist selection will be whether the artist resides in or works in Lexington.

### **Public Outreach**

When the box painting is completed, the LCA will publicize via its newsletter and social media, and outreach to local sports teams that use Lincoln Field.

### **Funding**

This project would be fully funded by the LCA. Our budget is \$1500: \$1000 to be paid to the artist, and up to \$500 for the curator, materials, and other related expenses.

### **Execution & Timeline**

Following Select Board approval, we will confirm design preferences with the Recreation Department and Recreation Committee. We anticipate the curator will send out the call for art in late summer, with design selection taking place in September. We will request that the artist begin work on or after November 1, 2025 to avoid any issues with the utility box warranty, which expires on October 31, 2025. Depending on weather and artist availability, we anticipate completion in either November 2025 or spring 2026. Scheduling will be coordinated in consultation with the Recreation Department.

### **Select Board Action Requested**

- LCA requests that the Select Board approve moving ahead with this project.
- LCA requests that the Select Board call on the DPW to provide installation assistance with the project if and when it is needed.
- Should the Select Board choose not to approve this proposal, the LCA will direct this funding toward other projects.